



भारत का राजपत्र The Gazette of India

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नई दिल्ली, शनिवार, नवम्बर 1, 1997/ कार्तिक 10, 1919

No. 44]

NEW DELHI, SATURDAY, NOVEMBER 1, 1997/KARTIKA 10, 1919

इस भाग में सिर्फ पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
Separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक-शिकायत तथा पेशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
आदेश

नई दिल्ली, 10 अक्टूबर, 1997

का.आ. 2770.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस-
स्थापना-अधिनियम, 1946 (1946 के अधिनियम सं०-25)
का, आ. 6 के साथ पठित धारा 5 की उप-धारा (1)
द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, असम की राज्य-
सरकार के गृह तथा राजनीतिक विभाग, असम-सचिवालय,
दिपुर की दिनांक 1-10-1997 की अधिसूचना सं.-पी.एल.
प. 488/97/13 द्वारा प्राप्त सहमति पर, एनद्द्वारा दिनांक
जुलाई 04, 1997 को बोंगांव, मजुली पुलिस-थाना, जिला :
जोरहाट में श्री संजय घोष, महासचिव, एचार्ड-उत्तर पूर्व
(सं. मीण विकास संबंधी स्वीच्छक अभिकरणों की परामर्शगण-
उत्तर पूर्व) के अपहरण तथा तदनंतर उनकी हत्या और
उपरिर्णित अपराध के संबंध में या उसमें संज्ञक प्रत्यक्ष,
दुष्प्रेरण और पड़्यंत तथा उनकी तथ्यों से उत्पन्न होने वाले
बैसे ही संव्यवहार के क्रम में किए गए किसी अन्य अपराध

या कितनी अन्य अपराधों के अन्वेषण के लिए, संपूर्ण असम
राज्य के संबंध में दिल्ली विशेष पुलिस-स्थापना के सदस्यों
की शक्तियों और अधिकारिता का विस्तार करती है।

[संख्या 228/73/97-ए बी डी -II]

हरि सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSION

(Department of Personnel & Training)

ORDER

New Delhi, the 10th October, 1997

S.O. 2770.—In exercise of the powers conferred
by sub-section (1) of section 5 read with
Section 6 of the Delhi Special Police Establishment
Act, 1946 (Act, No. 25 of 1946), the Central
Government with the consent of the State Govern-
ment of Assam, Department of Home and Politi-
cal, Assam Schivalaya, Dispur Notification No.
PLA-488/97/13, dated 1-10-1997, hereby extends

the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for the investigation into the kidnapping of Sh. Sanjay Ghosh, General Secretary, AVARD-NE (Association of Voluntary Agencies for Rural Development—North East) on 4th July, 1997 from Bongaon under Majuli Police Station, Jorhat District, and his subsequent killing and attempts and abetments and conspiracies in relation to or in connection with the afore-said offences and any other offences committed in the course of the same transaction or arising out of same fact or facts.

[No. 228/73/97-AVD.II]

HARI SINGH, Under Secy.

आदेश

नई दिल्ली, 15 अक्टूबर, 1997

का.आ. 2771.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्न-लिखित अपराधों को उन अपराधों के रूप में विनिर्दिष्ट करती है जिन्हें दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित किया जाना है, अर्थात्:—

(क) नागालैंड सुरक्षा विनियम, 1962 (1962 का विनियम 5) की धारा 7 के अधीन दण्डनीय अपराध।

(ख) ऊपर वर्णित एक या अधिक अपराधों के संबंध में या उनसे संशक्त प्रयत्न, दुष्प्रेरण और षड्यंत्र तथा वैसी ही व्यवहार के अनुक्रम में किया गया/किए गए या उन्हीं तथ्यों से उद्भूत होने वाले कोई अन्य अपराध।

[सं.-228/74/97-ए.वी.डी.-II]

हरि सिंह, अवर सचिव

ORDER

New Delhi, the 15th October, 1997

S.O. 2771.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (Act, No. 25 of 1946), the Central Government hereby specifies the following offences as the offences which are to be investigated by Delhi Special Police Establishment namely:—

(a) Offence punishment under Section 7 of the Nagaland Security Regulation, 1962 (Regulation 5 of 1962);

(b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above

and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/74/97-AVD.II]

HARI SINGH, Under Secy.

आदेश

नई दिल्ली, 15 अक्टूबर, 1997

का.आ. 2772.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए गृह विभाग आदेश सं. पी.ओ.एल.-1/स्थापना-II/15/91 (पी.टी.) (2) कोहिमा, तारीख 11 अप्रैल, 1996 द्वारा नागालैंड सरकार की सहमति में सरकारी निधि के कपटपूर्ण ढंग में निकालने की बाबत त्सेमिन्यू पी.एस. मामला सं. 1(2)/95 के भारतीय दंड संहिता (1860 का अधिनियम 45) की धारा 419/420/468/409/120B के अधीन दण्डनीय अपराधों और संशक्त प्रयत्न, दुष्प्रेरण और षड्यंत्र से ऐसे या उक्त अपराधों के संबंध में वैसी ही व्यवहार के अनुक्रम में किए गए या उन्हीं तथ्यों से उद्भूत कोई अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्ति और अधिकारिता का विस्तार संपूर्ण नागालैंड राज्य में करती है।

[सं.-228/62/94-ए.वी.डी.-II(i)]

हरि सिंह, अवर सचिव

ORDER

New Delhi, the 15th October, 1997

S.O. 2772.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act, No. 25 of 1946), the Central Government with the consent of the Government of Nagaland, Home Department Order No. POL-I/Estt.-II/15/91(Pt.) (2) Kohima, dated 11th April, 1996 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment in whole of the State of Nagaland for investigation of offences punishable under Section 419/420/468/409/120-B of the Indian Penal Code (Act of XLV of 1860) of Tseminyu P.S. Case No. 1(2)/95 regarding fraudulent drawal of Government Fund and attempts, abetments and conspiracies in relation to or in connection with the said offences and any other offence committed in the course of the same transaction or arising out of the same facts.

[No. 228/62/94-AVD.II(i)]

HARI SINGH, Under Secy.

आदेश

नई दिल्ली, 13 अक्टूबर, 1997

नई दिल्ली, 15 अक्टूबर, 1997

का.आ. 2773.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए गृह विभाग आदेश सं. पी.ओ.एल.-I/स्थापन-II/15/91 (पी.टी.) (3) कोहिमा, तारीख 11 अप्रैल, 1996 द्वारा नागालैंड सरकार की सहमति से, सरकारी निधि के कष्ट पूर्ण ढंग से निकालने के संबंध में मोकोक चुंग पी. एस. (i) मामला सं. 7(11) 94 के भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13(2), और नागालैंड सुरक्षा विनियम, 1962 की धारा 7 के साथ पठित भारतीय दंड संहिता (1860 का अधिनियम सं. 45) की धारा 419/420/468/409/120-ख के अधीन दंडनीय अपराधों और उक्त अपराधों के संबंध में ऐसे संसक्त प्रयत्न, दुष्प्रेरण और षडयंत्र से या वैसे ही संव्यवहार के अनुक्रम में किए गए या उन्हीं तथ्यों से उद्भूत कोई अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्ति और अधिकारिता का विस्तार संपूर्ण नागालैंड राज्य में करती है।

[सं.-228/62/94-ए.बी.डी.-II(ii)]

हरि सिंह, अवर सचिव

ORDER

New Delhi, the 15th October, 1997

S.O. 2773.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the Government of Nagaland, Home Department Order No. POL-I/Estt.-II/15/91(Pt.) (3) Kohima, dated 11th April, 1996 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment in whole of the State of Nagaland for investigation of Offences Punishable under Section 419/420/468/409/120-B of the Indian Penal Code (Act No. XLV of 1860) read with Section 13(2) of the Prevention of Corruption Act, 1988 and Section 7 of Nagaland Security Regulation, 1962 of Mokokchung P.S. (1) Case No. 7(11)/94 regarding fraudulent drawal of Govt. Fund and attempts abetments and conspiracies in relation to or in connection with the said offences and any other offence committed in the course of the same transaction or arising out of the same facts.

[No. 228/62/94-AVD II(ii)]

HARI SINGH, Under Secy.

का.आ. 2774.—राजभाषा नियम (संघ के सामकीय प्रयोजनों के लिए प्रयोग) विनियम, 1976 (यथा संशोधित 1987) के नियम 10 के उपनियम (4) के अनुसरण से केन्द्रीय सरकार, एन.टी.ई. इन मंत्रालय के प्रशासनाधीन "कर्मचारी चयन आयोग" के निम्नलिखित क्षेत्रीय कार्यालय को, जिसके 80 प्रतिशत में अधिक कर्मचारियों ने हिन्दी का कार्यवाहक ज्ञान प्राप्त कर लिया है, अधिमूर्चित करती है।

कर्मचारी चयन आयोग (उत्तर क्षेत्र)

ब्लॉक सं.-12, सी.ओ.ओ. कॉम्प्लेक्स

लोदी रोड, नई दिल्ली-110003,

[सं.-11011/3/93-हिन्दी-II]

ए.के. भट्टराई, निदेशक (प्रशासक)

New Delhi, the 13th October, 1997

S.O. 2774.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976 (as amended, 1987), the Central Govt., hereby, notifies the following Regional Office of the Staff Selection Commission, under the Administrative Control of this Ministry where more than 80 per cent staff have acquired working knowledge of Hindi :—

Staff Selection Commission, (Northern Region) Block No. 12, C.G.O. Complex, Lodi Road, New Delhi-3.

[No. 11013/3/93-Hindi-II]

A. K. BHATTARAI, Director (Admn.)

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय

कोयम्बतूर, 19 सितम्बर, 1997

का. आ. 2775.—सीमा शुल्क अधिनियम, 1962 की धारा 152 खण्ड (ए) के अन्तर्गत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के दिनांक 1 जुलाई, 1994 के अधिसूचना संख्या 33/94 सीमा शुल्क (एन टी) के अधीन अधोदस्तावरी को प्रत्ययोजित शक्तियों का प्रयोग करते हुए, मै. वि.कु. अफ़ाना, आयुक्त, सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क,

कोयम्बतूर एतद्द्वारा तमिलनाडु राज्य, कोयम्बतूर जिला उडुमलपेट तालुक के देवनूर पुदूर ग्राम की सीमा शुल्क अधिनियम, 1962 की धारा 9 के अन्तर्गत 100% निर्यात-मुख्य एकक (इ.ओ.यू.) के गठन के उद्देश्य से भाण्डागारण स्टेशन के रूप में घोषित करता हूँ। जैसा कि उद्योग मंत्रालय औद्योगिक अनुमोदन सचिवालय, नई दिल्ली द्वारा अनुमोदित है।

[फाइल नं. : VIII/40/10/97-सीमा शुल्क]

वि.कु. अष्टाना, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE AND CUSTOMS

Coimbatore, the 19th September, 1997

No. 4/97-Customs (NT)

S.O. 2775.—In exercise of the powers delegated to the undersigned vide Notification No. 33/94-Cus.(NT), dated 1st July, 1994, by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, under clause (a) of Section 152 of the Customs Act, 1962, I, V. K. Ashtana, Commissioner of Central Excise and Customs, Coimbatore, hereby declare Devanoorpudur Village, Udumalpet Taluk, Coimbatore Dist., State of Tamil Nadu, to be a warehousing station under Section 9 of the Customs Act, 1962 for the purpose of setting up of 100 per cent Export Oriented Unit, as approved by the Ministry of Industry, Secretariat of Industrial Approval, New Delhi.

[File C. No. VIII/40/10/97-CUS-POL]

V. K. ASHTANA, Commissioner

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 17 अक्टूबर, 1997

का.आ. 2776.—सर्व साधारण की सूचना के लिए यह अधिसूचित किया जाता है कि केन्द्रीय सरकार द्वारा मैसर्स हैप्पी होम प्रोफिन लि., सूट ए-1, 75 सी.पी. रामास्वामी रोड, अबिरामपुरम्, चेन्नई-600018 को आयकर अधिनियम, 1961 की धारा 36(1) (viii) के प्रयोजनार्थ कर-निर्धारण वर्ष 1997-98 और 1998-99 तक के लिए हाउसिंग फाइनेंस कम्पनी के रूप में अनुमोदित करती है।

यह अनुमोदन इस शर्त पर किया जाता है कि कम्पनी आयकर अधिनियम, 1961 की धारा 36(1) (viii) के उपबन्धों के अनुरूप होगी और उनका अनुपालन करेगी।

[अधिसूचना सं. 10443 /फा. सं. 204/18/95-आयकर
नि.-II]

निशि सिंह, उप सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 17th October, 1997

S.O. 2776.—It is notified for general information that M/s. Happy Home Profin Ltd., Suite A-I, 75 C. P. Ramaswamy Road, Abiramapuram, Chennai 600018, has been approved by the Central Government as a Housing Finance Company for the purposes of Section 36(1)(viii) of the Income Tax Act, 1961, for the assessment years 1997-98 and 1998-99.

The approval is subject to the condition that the company will conform to and comply with the provisions of Section 36(1)(viii) of the Income-tax Act, 1961.

[Notification No. 10443/F. No. 204/18/95-ITA-II]

NISHI SINGH, Dy. Secy.

नागरिक पूर्ति, उपभोक्ता मामलों और सार्वजनिक वितरण मंत्रालय

भारतीय मानक ब्यूरो

नई दिल्ली, 9 अक्टूबर, 1997

का. आ. 2777.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) की खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस/जिन भारतीय मानक/मानकों, का/के विवरण नीचे अनुसूची में दिया गया है/दिए गए हैं, वह/वे स्थापित हो गया है/हो गए हैं।

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नए भारतीय मानक द्वारा अतिश्रुत भारतीय मानक अथवा मानकों, यदि कोई हों, को सं. और वर्ष	स्थापित तिथि
(1)		(3)	(4)
1.	आईएस/आईईसी 519—3 (1988) विद्युत् ताप संस्थापनों में सुरक्षा भाग 3 प्रेरण और चालन तापन एवं प्रेरण गलन संस्थापनों की विशिष्ट अपेक्षाएँ	—	97-07-31
2.	आईएस 649 : 1997 गति विद्युत्तीय उपकरणों के चुम्बकीय परिपथ के लिए इस्पात चद्दरों की परीक्षण विधि (दूसरा पुनरीक्षण)	आईएस 649 : 1963	97-05-31
3.	आईएस 1061 : 1997 फिनोलिक टाइप रोगाणुनाशी प्रवाह—विशिष्ट (चौथा पुनरीक्षण)	आईएस 1061 : 1982	97-05-31
4.	आईएस/आईईसी 1308 (1994) उच्च आवृत्ति परावैद्युत् ताप संस्थापन पावर आउटपुट ज्ञात करने के लिए परीक्षण पद्धतियाँ	—	97-07-31
5.	आईएस 1646 : 1997 भवनों (सामान्य) की अग्नि सुरक्षा की रीति संहिता : विद्युत्—संस्थापन (दूसरा पुनरीक्षण)	आईएस 1646 : 1982	97-06-30
6.	आईएस 2022 : 1997 कैल्सियम सिलिकॉन—विशिष्ट (तीसरा पुनरीक्षण)	आईएस 2022 : 1988	97-05-31
7.	आईएस 3170 (भाग 1) : 1997 अंतर्दही इंजन—ईंधन अंतःक्षेपण नोजल भाग 1 अंतःक्षेपण नोजल—साइज “एम” (पहला पुनरीक्षण)	—	97-03-31
8.	आई एस 3170 (भाग 2) : 1997 अंतर्दही इंजन—ईंधन अंतःक्षेपण नोजल भाग 2 अंशशोधन नोजल विलम्ब पिटल टाइप	—	97-03-31
9.	आईएस 3303 : 1997 मार्चस की डिब्बी के लिए कागज—विशिष्ट (दूसरा पुनरीक्षण)	आईएस 3303 : 1986	97-07-31
10.	आईएस 3427 : 1997 1 के वी से 52 के वी तक के रेटेड वोल्टता की ए. सी. धातु चढ़े स्विचगियर और नियंत्रण गियर (पहला पुनरीक्षण)	आईएस 3427 : 1969	97-07-31
11.	आईएस 3562 : 1997 पी—नाइट्रोडोल्फून तकनीकी—विशिष्ट (पहला पुनरीक्षण)	आईएस 3562 : 1965	97-07-31
12.	आईएस 3660 (भाग 13) : 1997 प्राकृतिक रबड़ की परीक्षण विधियाँ भाग 13 रंग का निर्धारण (एन आर 14) (पहला पुनरीक्षण)	—	97-07-31
13.	आईएस 3854 : 1997 घरेलू और समान कार्यों के लिए स्विच—विशिष्ट (दूसरा पुनरीक्षण)	आईएस 3854 : 1988	97-07-31

(1)	(2)	(3)	(4)
14. आईएस 4468 (भाग 1) : 1997 पॉथो दार कृषि ट्रैक्टर—पञ्च आरोपित तीन पिन वाला जोड़ भाग 1 सर्व 1, 2, 3 और 4 (चोथा पुनरीक्षण)	आईएस 4468 (भाग 1) : 1993		97-03-31
15. आईएस 6122 : 1997 शीर मछली (स्कॉमबेरोमोरस विशेष) फ़ोजन—विशिष्ट (पहला पुनरीक्षण)	आईएस 6122 : 1971		97-06-30
16. आईएस 6511 : 1997 उत्पादक साधक—आधारभूत माडलों के लिए अधिकतम क्षमता रेंज (पहला पुनरीक्षण)	आईएस 6511 : 1972		97-05-31
17. आईएस 7886 : 1997 विस्फोटक तथा अतिशबाजी उद्योग के लिए बैरियम क्रोमेट—विशिष्ट (पहला पुनरीक्षण)	आईएस 7886 : 1975		97-07-31
18. आईएस 7906 (भाग 1) : 1997 कुंडलाकार संपीडन कमालियां भाग 1 वृत्ताकार सेक्शन तार तथा छड़ों से बनी कमालियों में डिजाइन तथा परिकल्पन (पहला पुनरीक्षण)	आईएस 7906 (भाग 1) : 76		97-07-31
19. आईएस 7951 : 1997 बस्त्रादि मशीनरी और सहायक अंग—स्लाइवर तथा धागा रंगाई के लिए बीम—पारिभाषिक शब्दावली तथा मुख्य आयाम (पहला पुनरीक्षण)	आईएस 7951 : 1976		97-05-31
20. आईएस 9591 : 1996 सुषट्यकारी ईस्टर—नमूने लेने तथा परीक्षण की पद्धतियां (पहला पुनरीक्षण)	आईएस 9591 : 1980		96-12-31
21. आईएस 10242 (भाग 1/अनु. 1) : 97 जहाजों में विद्युत्—संस्थापन—विशिष्ट भाग 1 सामान्य अनुभाग 1 परिभाषाएं और सामान्य अपेक्षाएं (पहला पुनरीक्षण)	आईएस 10242 (भाग 1/अनु. 1) 1982		97-07-31
22. आईएस 12308 (भाग 8) : 1997 डलवां सोहे के रासायनिक विश्लेषण की प्रणाली भाग 8 परसल्फेट आक्सीकरण विधि द्वारा क्रोमियम का निर्धारण (0.1 से 28 प्रतिशत) क्रोमियम के लिए)	—		97-06-30
23. आईएस 12650 : 1997 बह्नावि—50 कि. ग्रा. खाद्यान्न पैक करने के लिए पटसन के बोरे—विशिष्ट (पहला पुनरीक्षण)	आईएस 12650 : 1989		97-07-31
24. आईएस 12847 : 1997 कार्बन बद्ध सिलिकॉन कार्बाइड कूसीबल—विशिष्ट (पहला पुनरीक्षण)	आईएस 12847 : 1989		97-06-30
25. आईएस 13360 (भाग 2/अनु. 5) : 1997 प्लास्टिक—परीक्षण पद्धतियां भाग 2 परीक्षण नमूनों के नमूने लेना और तैयार करना अनुभाग 5 बहु उद्देशीय परीक्षण नमूने	—		97-07-31

(1)	(2)	(3)	(4)
26.	आईएस 13360 (भाग 6/अनु. 18) : 1997 प्लास्टिक— परीक्षण पद्धतियां भाग 6 तापीय गुणधर्म अनुभाग 18 भार के अधीन विक्षेपण का तापमान उच्च सामर्थ्य ताप दृढ़ लेमिनेट तथा दीर्घ-रेखा प्रवर्तित प्लास्टिक	---	97-07-31
27.	आईएस 13360 (भाग 8/अनु. 1) : 1997 प्लास्टिक—परीक्षण पद्धतियां भाग 8 स्थायी/रासायनिक गुणधर्म अनुभाग 1 जल अव- शोषण ज्ञात करना	---	97-07-31
28.	आईएस 13360 (भाग 8/अनु. 9) : 1997 प्लास्टिक—परी- क्षण पद्धतियां भाग 8 स्थायी/रासायनिक गुणधर्म अनुभाग 9 पर्यावरणात्मक प्रतिबल भंजन (ई एस सी) — बंक पट्टी पद्धति	---	97-07-31
29.	आईएस 13384 (भाग 2) : 1997 केथोड किरण ट्यूब से बना आंकड़ा प्रदर्शक—विशिष्ट भाग 2 एकत्रोमी	---	97-07-31
30.	आईएस 14415 : 1997 सीमित पावर फेक्टर रेंज के लिए बोल्ट एम्पीयर घंटा मीटर—विशिष्ट	---	97-05-31
31.	आईएस 14428 : 1997 अत्याधिक रसायनिक वातावरण में संर- चनाओं पर रोगन—मार्गदर्शी	---	97-05-31
32.	आईएस 14430—1997 पास्कल प्रोग्राम फूटलेखन की मार्गदर्शिका	---	97-07-31
33.	आईएस 14435 : 1997 शैक्षिक संस्थानों में अग्नि शमन के लिए रीति संहिता	---	97-07-30
34.	आईएस 14437 : 1997 कृषि एवं खाद्य पदार्थों में क्वीनालफॉस अवशेष ज्ञात करने की पद्धति	---	97-05-31
35.	आईएस 14438 : 1997 दूर संचार के लिए ऑडियो कोर्ड तथा डोरियां विशिष्ट	---	97-07-31
36.	आईएस 14440 : 1997 आरेखण उपकरण-अतुरेखण कागज पर इंडिया स्थायी का उपयोग करते हुए हाथ से लिखने वाली तक- नीकी पैनों के लिए नलिकाकार नोकें—विशिष्ट	---	97-07-31
37.	आईएस 14442 : 1997 कृषि उत्पाद मशीनरी—पुचडामिल— परीक्षण संहिता	---	97-06-30
38.	आईएस 14444 : 1997 वस्त्र रंजक सामग्री—विलयन में सापेक्ष रंग सामर्थ्य ज्ञात करने की पद्धति	---	97-07-31
39.	14465 : 1997 वस्त्र रंजक सामग्री डिसपर्स रंजकों, वैट रंजकों तथा पिगमेंट का अभिगमन आंकना	---	97-07-31
40.	आईएस 14466 : 1997 वस्त्र—दोषों का विवरण—शब्दावली	---	97-07-31
41.	आईएस 14468 : 1997 गतिशील और प्लावी क्रैनों के अलावा क्रैनें—स्थिरता की सामान्य अपेक्षाएं	---	97-05-31
42.	आईएस 14469 : 1997 गतिशील क्रैनें—स्थिरता की अवधारणा	---	97-05-31
43.	आईएस 14470 : 1997 क्रैनें—परीक्षण संहिता और प्रक्रिया	---	97-05-31

(1)	(2)	(3)	(4)
44.	आईएस 14472 (भाग 5) : 1997 क्रेन—प्रदान करी जाने वाली सूचना भाग 5 शिरोपरि परिवहन क्रेन और निर्वाहिका बांध क्रेन	—	97-05-31
45.	आईएस 14474 (भाग 1) : 1997 गतिशील क्रेन-क्रेन को कार्य-कारिता का प्रायोगिक रूप से ज्ञात करना भाग 1 टिपिंग लोड और राईडी	—	97-05-31
40.	आईएस 14475 (भाग 1) : 1997 क्रेन—स्थिति मनीटरिंग भार 1 सामान्य	—	97-05-31

इन मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली 110002 और क्षेत्रीय कार्यालयों नई दिल्ली, कलकत्ता, चंडीगढ़, मद्रास तथा मुम्बई और शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, फरीदाबाद, गाजियाबाद, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, लखनऊ, पटना और थिक्कनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[सं. के. प्र. वि./13 : 2]

पी. एस. दास, महानिदेशक

MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS & PUBLIC DISTRIBUTION

BUREAU OF INDIAN STANDARDS

New Delhi, the 9th October, 1997

S.O. 2777.—In pursuance of clause (b) of Sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standard Rules 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard(s), particulars of which is/are given in the Schedule hereto annexed, has/have been established on the date indicated against each :

SCHEDULE

Sl.	No., year and Title of the Indian Standard(s) Established	No. and year of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/IEC 519-3 (1988)—Safety in electroheat installations Part 3 Particular requirements for induction and conduction heating and induction melting installations.	—	97-07-31
2.	IS 649:1997—Method of testing steel sheets for magnetic circuits of power electrical apparatus (Second Revision)	IS 649:1963	97-05-31
3.	IS 1061:1997—Disinfectant fluids, phenolic type-Specification. (Fourth Revision)	IS 1061:1982	97-05-31
4.	IS/IEC 1308 (1994) : High frequency dielectric heating installations—Test methods for the determination of power output.	—	97-07-31

(1)	(2)	(3)	(4)
5.	IS 1646:1997—Code of practice for fire safety of buildings (General) : Electrical installations. (Second Revision)	IS 1646:1982	97-06-30
6.	IS 2022:1997—Calciumsilicon—Specification (Third Revision)	IS 2022:1988	97-05-31
7.	IS 3170 (Part 1) : 1997—Internal combustion engines — Fuel injection nozzles Part 1 Injection nozzles—size 's' (First Revision)	—	97-03-31
8.	IS 3170 (Part 2) : 1997—Internal combustion engines — Fuel injection nozzles Part 2 Calibrating nozzle delay pintle type.	—	97-03-31
9.	IS 3303:1997—Match paper for match box—Specification. (Second Revision)	IS 3303:1986	97-07-31
10.	IS 3427:1997—A.C. Metal enclosed switchgear and controlgear for rated voltages above 1 kV and up to and including 52 kV. (First Revision)	IS 3427:1969	97-07-31
11.	IS 3562:1997—p-Nitrotoluene. Technical—Specification. (First Revision)	IS 3562:1965	97-07-31
12.	IS 3660 (Part 13) : 1997—Methods of test for natural rubber Part 13 Determination of colour (NR : 14) (First Revision)	—	97-07-31
13.	IS 3854:1997—Switches for domestic and similar purposes—Specification. (Second Revision).	IS 3854:1988	97-07-31
14.	IS 4468 (Part 1) : 1997—Agricultural wheeled tractors—Rear-mounted three-point linkage Part 1 Categories 1, 2, 3 and 4 (Fourth Revision)	IS 4468 (Pt. 1) : 93	97-03-31
15.	IS 6122:1997—Seer fish' (SCOMBEROMORUS SP.)—Frozen—Specification. (First Revision)	IS 6122:1971	97-06-30
16.	IS 6511:1997—Lifting appliances—Range of maximum capacities for basic models (First Revision)	IS 6511:1972	97-05-31

(1)	(2)	(3)	(4)
17.	IS 7886:1997—Barium chromate for explosives and pyrotechnic industry—Specification. (First Revision)	IS 7886:1975	97-07-31
18.	IS 7906 (Part 1) : 1997—Helical compression springs Part 1 Design and calculations for springs made from circular section wire and bar. (First Revision)	IS 7906 (Pt. 1) : 76	97-07-31
19.	IS 7951:1997—Textile machinery and accessories—Beams for dyeing slivers and yarn—Terminology and main dimensions. (First Revision)	IS 7951:1976	97-05-31
20.	IS 9591:1996—Plasticizer esters—Methods of sampling and tests. (First Revision)	IS 9591:1980	96-12-31
21.	IS 10242(Pt 1/Sec 1) : 1997—Electrical installations in ships—Specification Part 1 General Section 1 Definitions and general requirements (First Revision)	IS 10242(Pt. 1/Sec 1) : 1982	97-07-31
22.	IS 12308(Part 8) : 1997—Method for chemical analysis of cast iron and pig iron Part 8 Determination of chromium by persulphate oxidation method (For chromium 0.1 to 28 percent)	—	97-06-30
23.	IS 12650:1997—Textiles—Jute bags for packing 50 kg foodgrains—Specification. (First Revision)	IS 12650:1989	97-07-31
24.	IS 12847:1997—Carbon bonded silicon carbide crucibles—Specification. (First Revision)	IS 12847:1989	97-06-30
25.	IS 13360(Pt. 2/Sec 5): 1997—Plastics—Methods of testing Part 2 Sampling and preparation of test specimens Section 5 Multipurposes test specimens.	—	97-07-31
26.	IS 13360 (Part 6/Sec 18) : 1997—Plastics—Methods of testing Part 6 Thermal properties Section 18 Determination of temperature of deflection under load—High strength thermosetting laminates and long-fibre reinforced plastics.	—	97-07-31
27.	IS 13360 (Part 8/Sec. 1) : 1997—Plastics—Methods of testing Part 8 Permanence/Chemical properties. Section 1 Determination of water absorption	—	97-07-31
28.	IS 13360 (Pt. 8/Sec 9) : 1997—Plastics—Methods of testing Part 8 Permanence/Chemical properties. Section 9 Determination of resistance to environmental stress cracking (ESC)—Bent strip method.	—	97-07-31
29.	IS 13384 (Part 2) : 1997—Cathode ray tube based data display monitor—Specification. Part 2 Monochrome	—	97-07-31
30.	IS 14415:1997—Volt-ampere hour meters for restricted power factor range—Specification	—	97-05-31

(1)	(2)	(3)	(4)
31.	IS 14428:1997—Painting of structures in aggressive chemical environment—Guidelines	—	97-05-31
32.	IS 14430:1997—Guide for pascal program coding	—	97-07-31
33.	IS 14435:1997—Fire safety in educational institutions—Code of practice	—	97-06-30
34.	IS 14437:1997—Method for determination of quinalphos residues in agricultural and food commodities	—	—
35.	IS 14438:1997—Audio cords and cordages for telecommunication—Specification	—	97-05-31
36.	IS 14440:1997—Drawing instruments—Tubular tips for hand held technical pens using India ink on trading paper—Specification	—	97-07-31
37.	IS 14442:1997—Agricultural produce milling machinery—BURR Mill—Test code	—	97-07-31
38.	IS 14444:1997—Textile dyestuffs—Method for determination of relative colour strength of dyes in solution.	—	97-06-30
39.	IS 14465:1997—Textile dyestuffs—Evaluation of disperse dyes, vat dyes and pigments migration	—	97-07-31
40.	IS 14466:1997—Fabrics—Description of defects—Vocabulary	—	97-07-31
41.	IS 14468:1997—Cranes other than mobile and floating cranes—General requirements for stability	—	97-07-31
42.	IS 14469:1997—Mobile cranes—Determination of stability	—	97-05-31
43.	IS 14470:1997—Cranes—Test code and procedures	—	97-05-31
44.	IS 14472 (Part 5) : 1997—Cranes—Information to be provided Part 5 Overhead travelling cranes and portal bridge cranes	—	97-05-31
45.	IS 14474 (Part 1) : 1997—Mobile cranes—Experimental determination of crane performance Part 1 Tipping loads and radial	—	97-05-31 97-05-31
46.	IS 14475 (Part 1) : 1997—Cranes—Condition monitoring Part 1 General	—	97-05-31

Copies of these Indian Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Madras, and Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Patna, and Thiruvananthapuram.

नई दिल्ली, 17 अक्टूबर, 1997

का. आ. 2778--भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न लाइसेंसों के निवर्ण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम सं.	लाइसेंस नं/व्याप्ति तिथि वर्ष/माह	स्वीकृत करने लाइसेंस धारी का नाम व पता	शीर्षक भारतीय मानक	भारतीय मानक सं./भाग/अनुभाग	
(1)	(2)	(3)	(4)	(5)	(6)
1.	9084683	95/05	बोनप्लास्ट प्रा. लि., 409, एम आई ई, परीदकोट, बहादुरगढ़	विद्युत संस्थापन के लिए कंड्यूट भाग 3 ड्यूट विद्युत रोधन सामग्री को वृत्त सांद्र कंड्यूट	आईएस 09537 : 81 भाग 03
2.	9084481	95/05	धोलाधार हीमेटैड (प्रा) लि., पत्नी नन्दा सिंह, सिन्धीर पोटा साहिब	33 ग्रेड साधारण पोर्टलैंड सीमेंट (चौथा पुनरीक्षण) (संशोधन सं. 3)	आईएस 00269 : 89
3.	9087184	95/05	ग्रिल एग्रो रेंड. (रजि.) जी. टी. रोड, परीदकोट गांव दानेवाला (मलौट)	पावर और सुरक्षा अपेक्षाएं (संशोधन सं. 4)	आईएस 09020 : 79
4.	9086081	95/05	वि. हिंसार जिन्द को-ऑप मिलक प्रोड्यूसर्स यूनियन लि., मिल्क प्लांट जिन्द 126 102	दूध पाउडर की विशिष्टि	आईएस 01165 : 92
5.	9087386	95/05	हार्ड-टैक मैनुफैक्चरर्स डी-67 फोकल प्वाइंट एक्सटेंशन, जालंधर, जालंधर सिटी 144004	घातवर्धक बलवां लोहे के पाउप पिटिंग की विशिष्टि (दूसरा पुनरीक्षण) (संशोधन 3)	आईएस 01879 : 87
6.	9085180	95/05	के. इंजीनियरिंग वर्क्स, बी-3, इंड. एस्टेट, बार्डपास जालंधर	तीन फेजीय प्रेरण मोटर (चौथा पुनरीक्षण)	आईएस 00325 : 78
7.	9084582	96/05	महाकाली एग्रो इंडस्ट्रीज प्रा. लि., 192 किमी. पत्थर, जी. टी. रोड, अम्बाला, गांव मोभा 133 001	वनस्पति (पहला पुनरीक्षण)	आईएस 10633 : 83
8.	9085685	95/05	मिल्क स्पेशियलटीज लि.,	मलाई युक्त दूध पाउडर भाग 2 असाधारण ग्रेड	आईएस 133334 : 91
9.	9085786	95/05	रंगटा रीमेशन लि., कला अम्हू. नहान सिरमौर, गांव मोमीनन्द	पानी की आपूर्ति के लिए उच्च घनत्व वाले पोलिथेथलीन पाउप (तीसरा पुनरीक्षण)	आईएस 04984 : 87
10.	9085281	95/05	भताव्ही सीमेंट प्रा. लि., पूल रोड, भटिण्डा रामपुराफुल	33 ग्रेड साधारण पोर्टलैंड सीमेंट (चौथा पुनरीक्षण) (संशोधन 3)	आईएस 00269 : 89

(1)	(2)	(3)	(4)	(5)	(6)
11.	9084784	95/05	स्कार्जिनक स्पेयर (इंडिया) 2 इंच. एरिया, करनाल (हरियाणा) करनाल 132 001	कृषि कार्यों के लिए साप, ठण्डे पानी के मोनोसेट पम्प (पहला पुनरीक्षण) (संशोधन 2)	आईएस 09079 : 89
12.	9085887	95/05	वेल्ड इलक्ट्रोड्स एंटरप्राइजेज, 170, इंच. एरिया, फेस 1 चण्डीगढ़	हस्त धातु आर्क वेल्डिंग के लिए अवृत्त कार्बन और कार्बन मैंगनीज रस्पात इलैक्ट्रोड (पांचवां पुनरीक्षण)	आईएस 00814 : 91
13.	9084885	95/05	अनन्ता सीमेंट एण्ड प्लाइड प्रोडक्शन पोस्ट ब्रॉक्स नं. 3, गांव बरोटी- वाला तह. : पोटा साहिब बरोटीवाला	43 ग्रेड साधारण पोर्टलैंड सीमेंट (पहला पुनरीक्षण) (संशोधन 3)	आईएस 08112 : 78
14.	9084380	95/05	एडवॉम सीमेंट कं. (प्रा.) लि. पत्तेहगढ़, तह. छत्रगढ़ी जिला यमुनानगर गांव खोश	43 ग्रेड साधारण पोर्टलैंड सीमेंट (पहला पुनरीक्षण) (संशोधन 3)	आईएस 08112 : 78
15.	9086485	95/05	आरती स्टी प्रा. लि., जेरपुर कलां, समीप पोकल प्लांट लुधियाना	शिरोंगर ग्रेडन प्र. योजना के लिए एल्युमीनियम चालक	आईएस 00998 : 76 भाग 02
16.	9086687	95/05	बरार सीमेंट कं. (प्रा.) लि., गांव : बरियन बरार--संधौरा रोड, पी. ओ. सोहना बरियन, जिला अम्बाला	43 ग्रेड साधारण पोर्टलैंड सीमेंट (पहला पुनरीक्षण) (संशोधन 3)	आईएस 08112 : 78
17.	9085079	95/05	हरियाणा केमिकल्स एण्ड पेस्टीसाइड्स टी/56 इंच. एरिया, बहादुरगढ़ 124 507	कीटनाशक--एनिलांपासिडीसी	आईएस 13403 : 92
18.	9086788	95/05	एच. पी. एग्रो इंडस्ट्रीज कारपो. (कैंटल एण्ड पील्ट्री फीड प्रोसेसिंग यूनिट) पी. ओ. जस्सीर 176 201 तह. : नूरपुर, जिला कांगड़ा (हि. प्र.)	कापर आक्सीक्लोराइड का जल परीक्षणयोग्य चूर्णसांद्र	आईएस 01507 : 77
19.	9085584	95/05	मिल्क स्पेशलटीज लि.,	मलाईयुक्त दूध पाउडर भाग 1 मानक ग्रेड	आईएस 13334 : 91 भाग 01
20.	9084986	95/05	संवेद्यी मैनुफैक्चरिंग कं., 430, एमआई ई बहादुरगढ़	इन्वोसल्पान पायसनीय सांरण (पहला पुनरीक्षण)	आईएस 04323 : 80
21.	9084279	95/05	यूनाइटेड होम एप्लायेंस प्रा. लि., अम्बाला चण्डीगढ़ रोड, ट्रांसपोर्ट एरिया, अम्बाला सिटी	विजली की इस्तरी	आईएस 00366 : 91

(1)	(2)	(3)	(4)	(5)	(6)
22.	60790170	95/05	डेक्कॉन एलायस प्रा. लि., 62 सिपकोट इंड. कॉम्प्लेक्स होसूर 635 126	कंक्रिट पब्लन के लिये उच्च सामर्थ्य आईएस 01786 : 85 विन्धप्रति इस्पात सरिये और तार	
23.	6078875	95/05	कासियानन्ता, कृकिंग रेंज प्रा. लि., नं. 5 सिडको इंड. एस्टेट, पेट्टई तिरुनेलवली 627 010	घरेलू प्रेशर कुकर	आईएस 02347 : 87
24.	6078471	95/05	मार्गन इंडस्ट्रीज लि., प्लाट नं. सी-2, सिपकोट इंड. कॉम्प्लेक्स कुड्डलौर 607 005	विद्युत् प्रयोजनों के लिये दाब संवेदी आसजक टेप भाग 3 एकल सामग्री की विशिष्टि	आईएस 7809 : 86 भाग 03
25.	6078673	95/05	अरुण पाइप्स लि. एफ—78, 82 एण्ड 83, सिपकोट इंड. कॉम्प्लेक्स, गुम्मीडीपोण्डी 601 201	मृद इस्पात की नालियां नालिक- दार सामग्रियां तथा पिटवां इस्पात की अन्य फिटिंग	आईएस 02139 : 90 भाग 01
26.	6078774	95/05	अरुण पाइप्स लि., एफ 78, 82 एण्ड 83 सिपकोट इंड. कॉम्प्लेक्स, गुम्मीडीपोण्डी 601.201	यांत्रिक और सामान्य प्रयोजनों के लिये इस्पात के पाइप	आईएस 03601 : 84
27.	6079271	95/05	डेक्कॉन एलायस प्रा. लि., 62 सिपकोट इंड. कॉम्प्लेक्स, होसूर 635 126	सामान्य संरचना इस्पात (चौथा पुनरीक्षण)	आईएस 02062 : 92
28.	6078572	95/05	डॉलर फ्लेबोरेड प्रा. लि. ए—18 सियको इंडस्ट्रियल एस्टेट, अलावूर गांव, चेंगलपट्टू तालुक, चेंगई एमजीआर जिला तमिलनाडु	कैरामल भाग 3 अमोनिया सल्फेट प्रोसेस	आईएस 04467 : 80 भाग 03
29.	6079372	95/05	जय इंडस्ट्रीज, 456 सियको इंडस्ट्रियल एस्टेट, अम्बानूर, मद्रास 600098	घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं	आईएस 00302 : 92
30.	6078976	95/05	फ्लो स्टार्ट प्रा. लि., ए-153 (ए), 11 स्टेंज, पीनिया इंड. एरिया, बंगलौर 560 058	खान श्रमिकों के टोप-लैम्पों के लिए बल्ब (पहला पुनरीक्षण)	आईएस 02596 : 80
31.	6079574	95/05	टोयो कारपोरेशन 305 बी मैन, चौथा फेज पीनिया इंड. एरिया, बंगलौर 560 058	स्टैपल	आईएस 05348 : 81
32.	6079473	95/05	अजन्ता पॉलीमर्स प्रा. लि., डी नं.-14—96	पेयजल आपूर्ति के लिए गैर- प्लास्टिक पीवीसी पाइप (दूसरा पुनरीक्षण)	आईएस 04985 : 88

(1)	(2)	(3)	(4)	(5)	(6)
33.	6079069	95/05	स्वाति केबल एण्ड कंडक्टर्स प्रा. लि., एपी—6/516 बी, इंड. डब. एरिया, मालविला कलाथूर थिरुवनन्तापुरम (केरल) 695 583	शिरोपरि प्रेषण कार्यों के लिए एल्यूमीनियम चालक	आईएस 00398 : 76 भाग 02
34.	9086384	95/05	सांघी इंडस्ट्रीज (रजि.) आउटमाइड इंड. एरिया जालंधर सिटी 144 004	घरेलू कार्यों के लिए स्विंग चैंक रिफ्लक्स वाल्व भाग 1 सिंगल डोर पैटर्न	आईएस 05312 : 84 भाग 01
35.	5045653	95/05	अटलांटा प्लास्टिक इंडस्ट्रीज, 708 देवेन्द्र चन्द्र दे रोड, कलकत्ता 700015	पानी की आपूर्ति के लिए उच्च घनत्व वाले पॉलीएथिलीन पाइप (तीसरा पुनरीक्षण)	आईएस 04984 : 87
36.	5045653	95/05	दि इल्यू प्लेम इलेक्ट्रिकल्स, डा. लाल मोहन बनर्जी रोड, पो. पानीहाटी, जिला 24 परगना (उ)	टंगस्टन तंतु के सामान्य सेवा बिजली के लैम्प (तीसरा पुनरीक्षण)	आईएस 00418 : 78
37.	5044449	95/05	चौधरी केमिकल्स वर्क्स धर्मपुर, सुगन बगान चिन्मुराह, हृगली, प. बं.	क्लिनिकल टाइप रोगाणुनाशी प्रवाह (तीसरा पुनरीक्षण)	आईएस 01061 : 82
38.	5044550	95/05	डोनाई—मांजी केबल्स एण्ड कंडक्टर्स प्रा. लि., पी. ओ. बन्धेरदेवा जिला पपुम्पारे, अरुणाचल प्रदेश 791 123	शिरोपरि प्रेषण कार्यों के लिए एल्यूमीनियम चालक भाग 2	आईएस 00398 : 76 भाग 02
39.	5044247	95/95	ईस्टर्न इलेक्ट्रिक वर्क्स, भां सारदा रोड, नोआ पारा, पी. ओ. बारासन 24 परगना (उ) 743 201	टंगस्टन तंतु के सामान्य सेवा बिजली के लैम्प (तीसरा पुनरीक्षण)	आईएस 00418 : 78
40.	5045249	95/05	गोल्ड स्टार केबल इंडस्ट्रीज, 8/9, टिलजाला रोड, कलकत्ता 700046	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल (तीसरा पुनरीक्षण)	आईएस 00694 : 90
41.	5044853	95/05	खेतान वायर प्राइवेट्स प्रा. लिमिटेड, खलपोल, बज-बज ट्रंक रोड, महेशटोला, 24 परगना (द.)	इन्नेमल किये गोल वाइडिंग तारों भाग 5	आईएस 04800 : 69 भाग 05
42.	5045451	95/05	श्री हनुमान फाउंडरी एण्ड फुनेश्वर, अलवेरिया, हावड़ा	अपशिष्ट और संवातन के लिए रेत के मांछों में डबे सोहों के सिपगट और साकेट पाइप फिटिंग और सहायकांग	आईएस 01729 : 79

(1)	(2)	(3)	(4)	(5)	(6)
43.	5044146	95/05	त्रिपुरा पोरेस्ट डेवलपमेंट एण्ड प्लांटेशन कारपोरेशन, नकमाचारा, त्रिपुरा (द.)	असोनिया परिरक्षित प्राकृतिक रक्ष का मात्र लेटेक्स	आईएस 05430 : 81
44.	5044954	95/05	एल्पा मैनुफैक्चरिंग कं., 60/3 "बी" रोड, नेताजी गढ़, बेगाछिया हावड़ा	एस्वेस्टास सीमेंट दाब पाइप के साथ प्रयुक्त अलग हो सकने वाले तलवा लोहे के जोड़	आईएस 08794 : 80
45.	5045350	95/05	बिन्दावाला केबल्स एण्ड कंडक्टर्स के० सी सेन रोड, रिशरा, जिला हुगली	शिरोपरि प्रेषण प्रयोजन के लिए एल्यूमीनियम खालक भाग 02	आईएस 00398 : 76 भाग 02
46.	5045148	95/05	कंकनारह कं० लि० 1, क्लार्क घाट रोड, आटपारा, जिला 24 परगना	खाद्यान्न पैक करने के लिए पटसन के बोरे -50 कि०ग्रा०	आई एस 12650 : 89
47.	5044348	95/05	परई श्रावर्स, 19/5, श्री कृष्ण सकल लेन, हावड़ा।	जनकल प्रयोजनों के लिए स्लूस वाल्स (साइज 50 मि०मी० तक)	आई एस 00780 : 84
48.	7075773	95/05	शीला इंजीनियरिंग वर्क्स, हंसा इंडस्ट्रियल एस्टेट, गाला नं० 5 बीर सावरकर मार्ग, सम्मुख जी० एम० ब्रेवरिज, बिहार (पू.) थाणे 401 303	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त गैस चूल्हे	आईएस 04240 : 92
49.	7076775	95/05	बसुंधरा कंटेनर्स एंड पार्क्स प्रा० लि०, सी-10/5 एडिशनल एम आई बी सी जालना 431 203	पानी के भण्डारण हेतु प्लास्टिक टंकियां	आईएस 12701 : 89
50.	7076270	95/05	विमको मैनुफैक्चरिंग कम्पनी, बी-49, बोनजा इंडस्ट्रियल एस्टेट, अशोक चतुर्वर्ती रोड, कंडीवली (पू.), बम्बई 400 101	घरेलू और समान कार्यों के लिए स्विच	आईएस 03854 : 97
51.	7076371	95/05	नॉसमिक इंडस्ट्रीज, 119 मोनल हैवी इंड एस्टेट, राम चन्द्र लेन (एक्स०) मलाड (पू.) बम्बई 400 064	250 वोल्ट तक की रेटित वोल्टता और 16 एम्पीयर तक की रेटितधारा के लिए प्लग साकेट आउटलेट	आईएस 01293 : 88

(1)	(2)	(3)	(4)	(5)	(6)
52.	7076977	95/05	इलेक्ट्रोक्सस इंडस्ट्रीज, 4, लक्ष्मी इंड. एस्टेट, नं. 2 गांव नवधर वसई (पू.) भा. जिला- 401 202	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं अनु. 3 विद्युत इस्तरी	आईएस 00302 : 82
53.	7078878	95/05	हीटवेल इंडस्ट्रीज, जेसमेंट नं. ए-11, हिन्दू चौराहा इंड. एस्टेट, मरोल ताका, अंधेरी कर्वा रोड, बम्बई 400 059	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 भाग 02 विवरणात्मक अपेक्षाएं-अनु. 3 विद्युत इस्तरी	आईएस 00302 : 82
54.	7076068	95/05	जे. जे. इंडस्ट्रीज (इंडिया) 13-सी, कृष्णागर नगर, प्राइड पसोर गली नं. 12, शाकवेणी रोड, कानवा (प.) भा. जिला	सश्लिष्ट खाद्य रंग-निर्मितियों और मिश्रण	आईएस 05346 : 78
55.	7076472	95/05	जे. के. इलेक्ट्रिकल इंडस्ट्रीज, जे-4, जयसवाल हाउस, मुक्ता इंड. एस्टेट, सिंह कम्पाउंड सम्मुख अजित खवास, एस. बी. रोड, जोशेवरी (प) बम्बई 400 102	250 वोल्ट तक की रेटित वोल्टता और 16 एम्पीयर तक की रेटित धारा के लिए प्लग साकेट आउटलेट	आईएस 01293 : 88
56.	7077070	95/05	संजीता हॉस्पिटलिस प्रा. लि., माला नं. 3 प्लॉट नं. 35, दीवान एण्ड संल. उद्योग नगर, चिन्नुपाड़ा रोड, 8- महीम, तालुक पालघर जिला धाणे	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं अनु. 3 विद्युत इस्तरी	आईएस 00302 : 82 भाग 02 अनु. 03
57.	7077474	95/05	एशियन इलेक्ट्रॉनिक्स लि. 117/1 बापी सिलवास्ता मेन रोड, सिलवास्ता 388 230	पावर तंत्र के लिए गैट संधारित्र (बूस्टर पुनरीक्षण) संशोधन 4)	आईएस 02834 : 88
58.	7077575	95/05	केमेट केमिकल प्रा. लि., 82/1, जीआईडीसी एस्टेट, वटवा 382 445	बीटनाशक-रेटार्डेशन इन्सुपी-विशिष्ट	आईएस 13457 : 82
59.	7078573	95/05	जय एशो इलेक्ट्रिकल इंडस्ट्रीज, 5 राजकमल एस्टेट, समीप सोनिस चाल, रखैल-ओधव रोड, अहमदाबाद 380023	निमज्जनीय पम्पसैट	आईएस 08034 : 70
60.	7077373	95/05	प्रेम इलेक्ट्रिकल इंडस्ट्रीज, कैम्प-स्टेशन रोड, सम्मुख आई. पी. मिशन चर्च, सुनेन्द्र नगर (गुजरात)	250 वोल्ट तक की रेटित वोल्टता और 16 एम्पीयर तक की रेटित धारा के लिए प्लग साकेट आउटलेट	आई एस 01293 : 08

(1)	(2)	(3)	(4)	(5)	(6)
61. 7076674	95/05	यूनिवर्सल इंजीनियर्स, 14, मनुमंचल इंड. एस्टेट, समीप इंदिरा नगर, अमराईवाडी, अहमदाबाद-380026	निमज्जनीय पम्पसेट	आईएस : 08034 : 76	
62. 7076169	95/05	विजय इंडस्ट्रीज, ई-4, पटेल इंड. एस्टेट, यमुना मिल रोड, बड़ोदा-390004	संश्लिष्ट खाद्य रंग-निमित्तियां और मिश्रण (पहला पुनरीक्षण)	आईएस 05346 : 94	
63. 7077777	95/05	विमल पेस्टीसाइड्स, प्लाट नं. 98, एन.एच. नं. 8, लिम्बाजिया, गांधीनगर (गुजरात)	कीटनाशक-कार्बेन्डाजिम (एम बी सी) डब्ल्यूपी	आईएस 08446 : 91	
64. 9085988	95/05	कुभा एसोसिएट्स, 3237/1, स्ट्रीट नं. 3, न्यू जनता नगर, सामने अरोड़ा पैलेस लधियाना	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं अनु. 3 विद्युत इस्तेमाल	आईएस 00302 : 92 भाग 02 अनु. 03	
65. 9085483	95/05	विशाल लकटो (इंडिया) लि. मेशमल हाईवे नं. 2, गाँव बघोला, तहसील पलवल-121102	दुग्ध पाउडर (पहला पुनरीक्षण)	आईएस 01165 : 92	
66. 8045754	95/05	प्रियंका कैमीकल्स (प्रा.) लि. 48, भागवनपुर इंडस्ट्रियल एस्टेट, पी.ओ. पतरापाडा, भुवनेश्वर	ब्लीचिंग पाउडर स्टेबल	आईएस 01065 : 89	
67. 8045552	95/05	शिवा पॉलीटेक्स्ट प्रा. लि. पी.ओ. सबलपुर, पटन-800009	बोर नलकूपों के लिए अनम्यकृत पीवीसी जाली और आवरणक पाइप (पहला पुनरीक्षण)	आईएस 12818 : 92	
68. 9086889	95/05	एस.के. आयरन फाउण्डरी एण्ड इंजी. कं. 11/115 रामबाग भागरा	जल, गैस, सीवर के लिए	आईएस 07181 : 74	
69. 9086182	95/05	मै. डिनाॅल कैमीकल वर्क्स बारानासी	फिनोलिक टाइप रोगाणुनाशी प्रवाह	आईएस 01061 : 82	
70. 9085382	95/05	मै. देवप्लास्ट प्रा. लि., सी-15, यूपीएसआईडीसी इंडस्ट्रियल एरिया, इलाहाबाद	पथजल आपूर्ति के लिए गैर- प्लास्टिक कृत पीवीसी पाइप (दूसरा पुनरीक्षण)	आईएस 04985 : 88	
71. 9087083	95/05	मै. जुही एलॉयस प्रा. लि.	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विन्धपित इस्पात सरिये और तार	आईएस 01786 : 95	

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72. 5044651	95/05	उड़ीसा लैम्प्स लि., प्लॉट नं. 2285(पी) खुर्दा इंडस्ट्रियल एस्टेट, जिला खुर्दा, उड़ीसा-752057	सामान्य प्रकाश सेवा के लिए नलिका का फ्लोरोसेंट लैम्प भाग 1 अपेक्षाएं और परी- क्षण।	आई एस 02418 : 77 भाग 01	
73. 6084567	95/05	सनग्लो इलैक्ट्रिकल्स प्रा. लि. प्लॉट नं. 70, फेस 3, आई डी ए, जीडिमेतला हैबराबाद-500 855	शिरोपरि प्रेषण प्रयोजन के लिए एल्युमीनियम चालक	आई एस 00398 : 76 भाग 02	
74. 7075874	95/05	क्लासिक केबल्स कारपोरेशन, दीवान एण्ड संस उद्योग नगर, प्लॉट नं. 14, एस .नं. 821 (आई) पी.बी.नं. 75 चिन्टुपाड़ा महीम गांव, पालघर तालुक ठाणे जिला 401404	मोटर वाहनों के लिए केबल	आई एस 02465 : 84	
75. 70759/75	95/05	साइनामाइड इंडिया लि., पी.ओ. भुवुल बाया बलसाड-396020	मोलिकोटोफोस-विलेय द्रव्य	आई एस 08074 : 83	
76. 8096786	95/05	भजय इंडस्ट्रियल कारपोरेशन, 20/11, साइड नं. 4 साहिबाबाद इंडस्ट्रियल एरिया, साहिबाबाद (गाजियाबाद)	सिंबाई उपस्कर-3 (सर्जक)	आई एस 13487 : 92	
77. 8096584	95/05	राणा स्टील्स, मेरठ रोड, मुजफ्फरनगर-251003	सामान्य संरचना इस्पात (चौथा पुनरीक्षण)	आई एस 02082 : 93	
78. 9086283	95/05	भोले बाबा मिल्क फूड इंड. (प्रा.) लि., 109 कि.मी. पत्थर, राष्ट्रीय राजमार्ग 2, आगरा-दिल्ली रोड, बीपीओ दीताना, तह. : चट्टहा, मथुरा	मलाईयक्त दूध पाउडर, भाग 1 मानक ग्रेड	आई एस 13334 : 91 भाग 01	
79. 9084178	95/05	सैन्ट्रल साइंटिफिक इन्स्ट्रूमेंट्स कारपोरेशन 5/99 ए, आगरा मथुरा रोड, आगरा-282002	रोग निदान हेतु सूक्ष्मदर्शी	आई एस 04381 : 87	
80. 8096988	95/05	बागोभा सीमेंट (प्रा.) लिमिटेड जी-59 से 63 रिक्को इंड. एरिया, सुजानगढ़ 331507	33 ग्रेड साधारण पोर्टलैंड सीमेंट (चौथा पुनरीक्षण) संशोधन 3)	आई एस 00269 : 89	
81. 8099287	95/05	बी.एल.बी. सीमेंट कम्पनी, ई-152-इंडस्ट्रियल एरिया, मंदोर, जोधपुर	33 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 00269 : 89	

(1)	(2)	(3)	(4)	(5)	(6)
82. 8099388	95/05	जगदीश कंस्ट्रक्शन प्रा. लि., एफ-134 से 138, इंडस्ट्रियल एरिया, पीपलवा, बांसवाडा	33 ग्रेड साधारण पोर्टलेण्ड सीमेंट, (चौथा पुनरीक्षण) (संशोधन 3)	आई एस 00269 : 89	
83. 8098992	95/05	सुमन सीमेंट प्रा. लि., बीरमसर, तहसील रतनगढ़ रतनगढ़	33 ग्रेड साधारण पोर्टलेण्ड सीमेंट (चौथा पुनरीक्षण) (संशोधन 3)	आई एस 00269 : 89	
84. 8097283	95/05	त्रिवेणी सीमेंट वर्क्स, एफ-12, 13, 14 आर आई आई सी ओ इंडस्ट्रियल एरिया, बिगोड़ा 311601	33 ग्रेड साधारण पोर्टलेण्ड सीमेंट (चौथा पुनरीक्षण) (संशोधन 3)	आई एस 00269 : 89	
85. 8098891	95/05	जेमिनी सीमेंट (प्रा.) लि. ए-334, एम आई ए अलवर 300701	43 ग्रेड साधारण पोर्टलेण्ड सीमेंट, (पहला पुनरीक्षण) (संशोधन 3)	आई एस 08112 : 89	
86. 8099186	95/05	लक्ष्मी सीमेंट पी. ओ. सिरची रोड 307021 जे. के. पुरम, सिरची	53 ग्रेड साधारण पोर्टलेण्ड सीमेंट (संशोधन 3)	आई एस 12269 : 87	
87. 8096887	95/05	पेंस्टीसाइड्स इंडिया, पी. बी. नं. 20, उदयपुर रोड, बाया ककरोली उदयपुर-313001	कमिशन/प्रकार-विश्लेषण इसी	आई एस 13790 : 93	
88. 8097889	95/05	सरस्वती सीमेंट गांव कपाखंडा, बाया ककरोली, उदयपुर-313324	43 ग्रेड साधारण पोर्टलेण्ड सीमेंट (पहला पुनरीक्षण) (संशोधन 3)	आई एस 08112 : 89	
89. 8098083	95/05	बिनोद सीमेंट वर्क्स प्रा. लि. सोजत बिलारा लिंक रोड, बी. एण्ड पो. ओ. बसना, तहसील सोजत जिला पाल राजस्थान	43 ग्रेड साधारण पोर्टलेण्ड सीमेंट (पहला पुनरीक्षण) (संशोधन 3)	आई एस 08112 : 89	
90. 8097081	95/05	जनरल इलेक्ट्रॉनिक कम्पोनेंट्स बी-951 शास्त्री नगर, दिल्ली-110052	फनेल और समान विद्युत साधनों की सुरक्षा भाग 2 विश्रुतात्मक अपेक्षाएं, अनु. 3. विद्युत इस्तरि	आई एस 00302 : 92 भाग 02 अनु. 03	
91. 8098184	95/05	भार. के. इलेक्ट्रिक इंडस्ट्रीज (इंडिया), ए-47, नारायणा इंड. एरिया, फस 1, नई दिल्ली-110028	पी. बी. सी. रोधित (भारी कार्य) विजली की केबल भाग 1 1100 बोल्ट तक की कार्यकारी बोल्टता के लिए	आई एस 01554 : 88 भाग 01	

(1)	(2)	(3)	(4)	(5)	(6)
92. 8098386	95/05	मुपीरियर इलेक्ट्रिक कं. बी-35/10 जी.टी. करनाल रोड, इन्डस्ट्रियल एरिया, दिल्ली-110033	नोदक टाइप ए.सी. संवतन पंचे		आई एस० 2312 : 67
93. 8098285	95/05	शाहदरा इन्सुलेटिड कंवल कं., 9/60, गली बगीची, विश्वास नगर, शाहदरा, दिल्ली-110032	1100 वोल्ट तक की कार्य- कारी वोल्टता के लिए पीवीसी रोधित केबल		आई एस 00694 : 90
94. 8097182	95/05	तोमिबा एफ्लायसेस कं., ए-24/ए गली न. 4, आनन्द पर्वत, नई दिल्ली 110005	घरेलू और सामान विद्युत साधनों की सुरक्षा, भाग 2 विवरणात्मक अपेक्षाएं, अनु० 1		आई एस 00302 : 92 भाग 02 अनु. 01
95. 8097485	95/05	आनन्द एन्टरप्राइसेज, डब्ल्यू. जेड-479/बी, एम. एस ब्लॉक, हरिनगर, नई दिल्ली-110064	एक फेजी लघु ए सी और साविक बिजली की मोटर		आई एस 00996 : 79
96. 8098689	95/05	अन्तु. रैम्पस, डी-283, ए/3 सुदर्शन पार्क, मोर्वा नगर, नई दिल्ली-110015	टंगस्टन तंतु के सामान्य सेवा बिजली के रैम्प (तीसरा पुनरीक्षण)		आई एस 00418 : 78
97. 8098790	95/05	मिगलापी इलेक्ट्रिक वर्क्स, 487/98, गांव पीसगली समीप रॉयपयन सड़क स्टेशन दिल्ली-110041	विद्युत इस्तरी, (बीबा पुनरीक्षण)		आई एस 00386 : 91
98. 8097687	95/05	पूतस इलेक्ट्रिकल्स एच.ए-226, मान सरोवर गार्डन, नई दिल्ली	घरेलू और सामान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं, अनु. 3 विद्युत इस्तरी		आई एस 00302 : 92 भाग 02 अनु. 03
99. 8099085	95/05	मुपीरियर इलेक्ट्रिक कं., बी-35/10, जी.टी. के० रोड, दिल्ली-110033	एक फेजी लघु ए सी और साविक बिजली की मोटर		आई एस 00996 : 79
100. 8098588	95/05	सूरत इलेक्ट्रिक इंडस्ट्रीज (इंडिया) 3317, कृषा जलाल बुखारी दिल्ली रोड, नई दिल्ली 110002	घरेलू और सामान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं, अनु. विद्युत इस्तरी		आई एस 00302 : 92 भाग 02 अनु. 03
101. 8098487	95/05	सिद्ध इलेक्ट्रिकल्स ए-196, सुदर्शन पार्क, नई दिल्ली-110015	टंगस्टन तंतु के सामान्य सेवा, बिजली के रैम्प (तीसरा पुनरीक्षण)		आई एस 00418 : 78
102. 8097990	95/05	सूरत इलेक्ट्रिक इंडस्ट्रीज (इंडिया) 3317 कृषा जलाल बुखारी, दिल्ली रोड, नई दिल्ली-110002	विद्युत इस्तरी		आई एस 00386 : 91

(1)	(2)	(3)	(4)	(5)	(6)
103. 9086990	95/05	स्वदेशी एन्टरप्राइज एण्ड कैमिकल इंडस्ट्रीज, 111/108 ए, पोखरपुर, कानपुर	पी.एच.जी. मूरकन पाउडर	आईएस 00561 : 78	
104. 8099590	95/05	हर नारायण ट्यूब्स, डब्ल्यू जेड-754 ए, सुवर्चन पार्क, नई दिल्ली-110015	प्रविष्ट पेट्रोलियम गैसों के साथ प्रयुक्त रैस चूल्हे (चौथा पुनरीक्षण)	आईएस 04246 : 92	
105. 8096483	95/05	हर नारायण ट्यूब्स, डब्ल्यू जेड-754ए, सुवर्चन पार्क, नई दिल्ली-110015	प्रविष्ट पेट्रोलियम गैसों के साथ प्रयुक्त रैस चूल्हे (चौथा पुनरीक्षण)	आईएस 04246 : 92	
106. 8097384	95/05	विद्या सिलिबर्स प्रा. लि. 112-ए, सैक्टर 'ए' इंडस्ट्रियल एरिया, रायसेन, मण्डी रोड	अल्प दान प्रवर्णीय गैसों के लिए 5 लिटर से अधिक जलक्षमता वाले वैल्वित अल्प कार्बन स्पात सिलिंडर, भाग 1	आईएस 03196 : 92 भाग 01	
107. 8096685	95/05	प्रीमियर न्यूट्रिमेंस 55-ए/56 इंडो एरिया, नं. 1, ए.बी. रोड, देवास-455001	मलाईयुक्त दूध पाउडर भाग 1	आईएस 13334 : 92 भाग 02	
108. 9087285	95/05	हरनाम मिल्क प्रोड्स लि., जिला पटियाला, तहसील समाला, गांव रेतगढ़ (पंजाब)	मलाईयुक्त दूध पाउडर भाग 1 मानक श्रेणी	आईएस 13334 : 92 भाग 01	

[सं. के. प्र.वि./13 : 11]

पी.एस. दास, महानिदेशक

New Delhi, the 17th October, 1997

S. O. 2778.—In pursuance of Sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988, of Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

SCHEDULE

Sl. No.	Licence No.	Operative date	Name & address (factory) of the party	Title of the standard	IS:No/Part/Sec. & Year
1	2	3	4	5	6
1.	9084683	95/05	Bonplast Pvt. Ltd. 409, M.I.E. Faridkot Bahadurgarh	Conduits for electrical installations : Part 3 Rigid plain conduits of insulating materials (superseding IS 2509)	IS 09537:81 Part 03

1	2	3	4	5	6
2	9084481	95/05	Dhauladhar Cements (P) Ltd. Patti Natha Singh Sirmour Paonta Sahib	33 Grade ordinary portland cement (forth revision) (Amendments 3)	IS 00269:89
3.	9087184	95/05	Gill Agro Inds. (Regd.) G.T. Road Faridkot. Vill : Danewala (Malout)	Safety requirements for power thresh- ers (Amendments 4)	IS 09020:79
4	9086081	95/05	The Hissar-Jind Co-Op. Milk Producers' Union Ltd. Milk Plant Jind 126102	Milk powder (Fourth revision) (Amendment 1)	IS 0116 :92
5	9087386	95/05	Hi-Tech Manufacturers D-67, Focal Point Extention Jalandhar Jalandhar City 144004	Malleable cast iron pipe fittings (second revision) (Amendments Nos. 3)	IS 01879:87
6	9085180	95/05	K. Engineering Works B-3, Incl. Estate, Bye Pass Jalandhar Jalandhar	Three-phase induction motors (fourth revision) (Amendments 4)	IS 00325 : 78
7	9084582	95/05	Mahakali Agro Industries Pvt. Ltd. 192 Km Stone, G.T. Road Ambala Vill:Moma 133001	Vanaspati (first revision) (Amend- ment 1)	IS 10633:83
8	9085685	95/05	Milk Specialities Ltd	Skim milk powder : Part 2 Extra grade	IS 13334:91
9	9085786	95/05	Rungta Irrigation Ltd. Kala Amb, Nahan Sirmour Vill : Moginand	High density polyethylene pipes for portable water supplies: sewage and industrial effluents (third revision)	IS 04984:87
10	9085281	95/05	Shatabdi Cement Pvt. Ltd. Phul Road, Bhatinda Rampuraphul	33 Grade ordinary portland cement (fourth revision) (Amendments 3)	IS 00269:89
11	9084784	95/05	Skylak Spares (India) 2, Indl. Area Karnal (Haryana) Karnal 132001	Monoset pumps for clear, cold water for agricultural purposes (first revision) (Amendments 2)	IS 09079:89
12	9085887	95/05	Weld Electrodes Enterprises 170, Indl. Area, Phase I Chandigarh	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel (Fifth revision)	IS 00814:91
13	9084885	95/05	Ananta Cement & Allied Products (P) Ltd. Post Box No. 3 Vill : Barotiwala Teh. Paonta Sahib Barotiwala	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:78

1	2	3	4	5	6
14 9084380	95/05	Advance Cement Co. (P) Ltd. Fatehgarh, Teh. Chhachhrauli Distt. Yamunanagar Vill : Khol	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:78	
15 9086485	95/05	Aarti Steel Pvt. Ltd. Sherpur Kalan, Near Focal Point Ludhiana	Aluminium conductors for overhead transmission purposes: Part 2 Aluminium conductors, galvanized steel reinforced (second revision) (Amendment 3)	IS 00398:76 Part 02	
16 9086687	95/05	Barara Cement Co. (P) Ltd. Vill : Burion Barara-Sandhaura Road PO: Söhana Burion, Distt. Ambala	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:78	
17 9085079	95/05	Haryana Chemicals & Pesticides T/6, Indl. Area, Bahadurgarh 124507, Haryana	Pesticide-anilophos EC.	IS 13403:92	
18 9086788	95/05	H.P. Agro Industries Corpn. (Cattle & Poultry Feed Processing Unit) Jachh P.O. Jassur 176 201 Teh. Nurpur Distt. Kangra (HP)	Copper oxychloride water dispersi- ble power concentrates (second revision) (Amendment No. 1)	IS 01507:77	
19 9085584	95/05	Milk Specialities Ltd.	Skim milk powder : Part 1 Standard grade (Amendment 1)	IS 13334:91 Part 01	
20 9084986	95/05	Sandevabhi Manufacturing Co. 430, M.I.E. Bahadurgarh	Endosulfan emulsifiable concentrates (first revision) (Amendments 2)	IS 04323:80	
21 9084279	95/05	United Home Appliances Pvt. Ltd. Ambala Chandigarh Road Transport Area Ambala Ambala City	Electric irons (fourth revision)	IS 00366:91	
22 6079170	95/05	Decan Alloys P. Ltd. 62 Sipcot Indl. Complex Hosur 635 126	High strength deformed steel bars and wires for concrete reinforce- ment (Third revision) (superseding IS:1139-1966) (Amendment No. 1)	IS 01786:85	
23 6078875	95/05	Kasiyanantha Cooking Ranges Pvt. Ltd. No. 5, Sidco Indl. Estate Pettai Tirunelveli 627 010	Domestic pressure cookers (third revision)	IS 02347:87	

1	2	3	4	5	6
24 6078471	95/05	Morgan Industries Ltd., Plot No. C-2, Sipcot Indl. Complex Cuddalore 607 005	Pressure sensitive adhesive tapes for electrical purposes : Part 3 Speci- fications for individual materials	IS 07809:86 Part 03	
25 6078673	95/05	Arun Pipes Ltd. F-78, 82 & 83 Sipcot Indl. Complex Gummidipoondi 601201	Mild steel tubes, tubulars and other wrough steel fittings, part 1 Mild steel tubes (fifth revision) (Amendments 3)	IS 01239:90 Part 01	
26 6078774	95/05	Arun Pipes Ltd. F-78, 82 & 83 Sipcot Indl. Complex Gummidipoondi 601201	Steel tubes for mechanical and general engineering purposes (first revision) (Amendments 2)	IS 03601:84	
27 6079271	95/05	Deccan Alloys P. Ltd. 62 Sipcot Indl. Complex Hosur 635 126	Steel for general structural purposes (Fourth revision) (supersedes IS 225:1975) (Amendment No. 1)	IS 02062:92	
28 6078572	95/05	Dohler Flavorade Pvt. Ltd. A-18 Sidco Industrial Estate Alathur Village Chengalpattu Taluk Chengai Mgr District Tamilnadu	Caramel: Part 3 Ammonia Sulphite process (first revision) (Amend- ments 2)	IS 04467:80 Part 03	
29 6079372	95/05	Jay Industries 456 Sidco Industrial Estate Ambattur, Madras 600098	Safety of household and similar electrical appliances: Part 2 Parti- cular requirements	IS 00302:92 Part 02	
30 6078976	95/05	Fluo Start Pvt. Ltd. A-153(a) II Stage Peenya Ind. Area Bangalore 560 058	Bulbs (lamps) for miners cap lamps (first revision) (Amendments 2)	IS 02596:80	
31 6079574	95/05	Toyo Corporation 305, V Main Fourth Phase, Peenya Indl. Area Bangalore 560 058	Stapples (first revision)	IS 05348:81	
32 6079473	95/05	Ajantha Polymers P. Ltd. D. No. 14-96 Marhur 523 301	Unplasticised PVC pipes for potable water supplies (second revision) (Amendment 1)	IS 04985:88	
33 6079069	95/05	Swathy Cable & Conductors Pvt. Ltd. AP-VI/516 B, Indl. Dev. Area Malvila, Kalathoor Thiruvananthapuram (Kerala) 6958553	Aluminium conductors for overhead transmission purposes: Part 2 Aluminium conductors, galvanized steel reinforced (second revision) (Amendment 3)	IS 00398:76 Part 02	

1	2	3	4	5	6
34 9086384	95/05	Sondhi Industries (Regd.) Outside Indl. Area Jalandhar Jalandhar City 144004	Swing check type reflux (non-return) valves: Part 1 Single door pattern (first revision) (Amendment 1)	IS 05312:84 Part 01	
35 5045047	95/05	Atlanta Plastic Industries, 70B, Deebendra Chandra Dey Road, Calcutta 700 015	High density polyethylene pipes for potable water supplies; sewage and industrial effluents (third revision)	IS 04984:87	
36 5045653	95/05	The Blue Flame Electricals, Dr. Lal Mohon Banerjee Road, Post:Panihati, Dist : 24-Parganas (N)	Tungsten filament general service electric lamps (third revision) (Amendments 7)	IS 00418:78	
37 5044449	95/05	Chowdhury Chemicals Works Dharampur, Sagun Bagan, Chinsurah, Hooghly, W.B.	Disinfectant fluids, black and white (third revision)	IS 01061:82	
38 5044550	95/05	Donyi-Pole Cables and Conductors Pvt. Ltd. P.O.-Banderdwa, Dist.-Papumpare, Arunachal Pradesh 791 123	Aluminium conductors for over-head transmission purposes: Part 2 Aluminium conductors, galvanized steel reinforced (second revision) (Amendment 3)	IS 00398:79 Part 02	
39 5044247	95/05	Eastern Electric Works MA Sarada Road, NDA Para, P.O.-Barasat 24 Parganas (N) 743 201	Tungsten filament general service electric lamps (third revision) (Amendments 7)	IS 00418:78	
40 5045249	95/05	Gold Star Cable Industries, 8/9, Tiljala Road, Calcutta 700 046	PVC Insulated cables for working voltages upto and including 1100 V (third revision) (Amendment No. 1 to 4)	IS 00693:90	
41 5044853	95/05	Khaitan Wire Products Private Limited, Khalpole, Budge Budge Trunk Road, Maheshtolla, 24-Parganas (South)	Enamelled round winding wires: Part 5 Wires for elevated temperatures (Amendments 7)	IS 04800:68 Part 05	
42 5045451	95/05	Shree Hanuman Foundry & Engineering Co. Ltd., Phulleswar, Uluberia, Howrah.	Sand cast iron spigot and socket soil waste and ventilating pipes, fitting and accessories (first revision) (Amendments 3)	IS 01729:79	
43 5044146	95/05	Tripura Forest Development & Plantation Corporation Taktmachara, Tripura (South)	Ammonia preserved concentrated natural rubber latex (first revision) (Amendment 1)	IS 05430:81	

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44 5044954	95/05	Alfa Manufacturing Co. 60/3, 'O' Road Netajigarh Belgauchia Howrah	Cast iron detachable joints for use with asbestos cement pressure pipes (first revision) (Amendment 1)	IS 08794:88	
45 5045350	95/05	Bindawala Cables & Con- ductors (P) Ltd. K.C. Sen Road Rishra Distt. Hooghly	Aluminium conductors for overhead transmission purposes : Part 2 Aluminium conductors, galvanized steel reinforced (second revision) (Amendment 3)	IS 00398:76 Part 02	
46 5045148	95/05	Kanknarrah Co. Ltd. 1, Clark Ghat Road Bhatpara Distt. 24-Parganas	Jute bags for packing foodgrains 50 kg	IS 12650:89	
47 5044348	95/05	Parui Brothers 19/5, Shree Krishan Vakati Lane Howrah-I	Sluice valves for water works pur- poses (50 to 300 mm size) (Sixth revision) (Amendments 3)	IS 00780-84	
48 7075773	95/05	Sheela Engineering Works Hansa Industrial Estate Gala No. 5, Vir Savarkar Marg Opp G.M. Breweries Vihar (East) Thane 401 303	Domestic gas stoves for use with liquefied petroleum gases (fourth revision)	IS 04246:84	
49 7076775	95/05	Vasudhara Containers & Pipes Private Limited C-10/5, Additional MIDC Jalna 431 203	Rotational moulded polyethylene water storage tanks (Amendments 2)	IS 12701:89	
50 7076270	95/05	Vimco Manufacturing Company B-49, Bonaza Industrial Estate Ashok Chakravarti Road Kandivle (E) Bombay 400 101	Switches for domestic and similar purposes (first revision) (Amend- ments 3)	IS 03854:88	
51 7076371	95/05	Cosmic Industries 119 Sonal Heavy Indl. Estate Ram Chandra Lane (Ext.) Mokad (West) Bombay 400064	Plugs and socket outlets of rated voltage up to and including 250 volts and rated current up to and including 16 amperes (second revision) (Amendments 3)	IS 01293:88	
52 7076977	95/05	Electrolux Industries 4, Laxmi Indl. Estate No. 2, Village Navghat Vasai (East) Thane Distt. 401202	Safety of household and similar electrical appliances : Part 2 Particular requirements, Sec. 3 Electric Iron.	IS 00332:92 Part 02 Sec 03	

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53	7076876	95/05	Heatwell Industries Basement No. A-11, Hind Saurashtra Indl Estate Marol Naka Andheri Kurla Road Bombay 400059	Safety of household and similar electrical appliances: Part 2 Parti- cular requirements, Sec 3 Electric Iron	IS 00302:92 Part 02 Sec 03
54	7076068	95/05	J.J. Industries (India) 13-C, Gunsagar Nagar Ground Floor Gali No. 12 Gavdevi Road Kalwa (W) Thane District	Coaltar food colour preparations and mixtures (first revision) (Amendments 5)	IS 05346:75
55	7076472	95/05	J. K. Electrical Industries J-4, Jaiswal House Shukla Indl Estate Singh Compound, Opp: Ajit Glass S.V. Road, Jogeshari (W) Bombay 400 102	Plugs and socket outlets of rated voltage up to and including 250 volts and rated current upto and including 16 amperes (second revision) (Amendments 3)	IS 01293:88
56	7077070	95/05	Sangeeta Appliances Pvt. Ltd. Gali No. 3, Plot No. 35, Dewan & Sons, Udyog Nagar Chintupada Road, VIII-Mahim, Taluk Palghar Thane Dist.	Safety of household and similar electrical appliances : Part 2 Particular requirements, Sec. 3 Electric Iron	IS 00302:92 Part 02 Sec 03
57	7077474	95/05	Asian Electronics Ltd 117/1 Vapi Silvassa Main Road Silvassa 396230	Shunt capacitors for power systems (second revision) (Amendments 4)	IS 02834:86
58	7077575	95/05	Chemet Chemical Pvt. Ltd. 82/1, GIDC Estate Vatva 382 445	Pesticide—Deltamethrin WP	IS 13457:92
59	7076573	95/05	Jai Agro Electrical Industries 5 Rajkamal Estate Near Sonis Chawl Rakhial-Odhav Road Ahmedabad 380023	Submersible pumpsets (first revision) (Amendments 3)	IS 08034:76
60	7077373	95/05	Prem Electricals Industries Camp-Station Road Opp I.P. Mission Church Surendernagar (Gujarat)	Plugs and socket outlets of rated voltage up to and including 250 volts and rated current up to and includ- ing 16 amperes (second revision) (Amendments 3)	IS 01293:88
61	7076674	95/05	Universal Engineers 14, Manupunchal Indl. Estate Near Indira Nagar Amraiwadi Ahmedabad-380026.	Submersible pumpsets (first revision) (Amendments 3).	IS 08034:76

1	2	3	4	5	6
62	7076169	95/05	Vijay Industries E-4, Patel Indl. Estate, Yamuna Mill Road Baroda-390004.	Coaltar food colour preparations and mixture (first revision) (Amendment 5)	IS 05346:75
63	7077777	95/05	Vimal Pesticides Plot No. 98, N.H. No. 8, At : Limbadia Gandhinagar (Gujarat)	Carbendazim (MBC) water dispersible powder concentrates (first revision)	IS 08446:91
64	9085988	95/05	Dua Associates 3237/1, Street No. 3 New Janta Nagar Opposite Arora Palace Ludhiana.	Safety of household and similar electrical appliances : Part 2 Particular requirements Sec. 3 Electricals Iron.	IS 00302:92 PART 02 Sec. 3
65	9085483	95/05	Vishal Lakto (INDIA) Ltd. National Highway No. 2 Village Baghola Teh. Palwal, Palwal-121102.	Milk powder (fourth revision) (Amendments 1)	IS 01165:92
66	5045754	95/05	Priyanka Chemicals (P) Ltd. 49, Bhagbanpur Industrial Estate. At/PO-Patrapada, Bhubaneswar.	Bleaching powder, stable (second revision)	IS 01065:89
67	5045552	95/05	Shiva Polytubes Pvt. Ltd. At & P.O. Sabalpur Patna-800 009.	Unplasticized PVC screen and casing pipes for vore/tubewell (first revision)	IS 12818:92
68	9086889	95/05	S.K. Iron Foundry & Engg. Co. 11/115, Rambagh Agra.	Horizontally cast iron double flanged pipes for water, gas and sewage (first revision).	IS 07181:74
69	9086182	95/05	M/s Dinool Chemical Works, Varanasi.	Disinfectant fluids, black and white (third revision)	IS 01061:82
70	9085382	95/05	M/s Devplast Pvt. Ltd. C-15, Upside Industrial, Allahabad Allahabad.	Unplasticised PVC pipes for potable water supplies (second revision) (Amendment 1)	IS 04985:88
71	9087083	95/05	M/s Juhi Alloys Pvt. Ltd.	High strength deformed steel bars and wires for concrete reinforcement (third revision) (superseding IS : 1139-1966) (Amendment No. 1)	IS 01786:85
72	5044651	95/05	Orissa Lamps Ltd. Plot No. 2285 (P), Khurda Industrial Estate, Distt. Khurda Orissa-752 057.	Tubular fluorescent lamps for general lighting service : Part 1 Requirements and tests (first revision) (Amendment 2)	IS 02418:77 PART 01
73	6084567	95/05	Sunglow Electrical Pvt. Ltd. Plot No. 70, Phase III Ida Jeedimetla Hyderabad-500 855.	Aluminium conductors for overhead transmission purposes Part 2 Aluminium conductors, galvanized steel reinforced (second revision) (Amendment 3).	IS 00398:76 PART 02

1	2	3	4	5	6
74 7075874	95/05	Classic Cables Corporation Dewn & Sons Udyog Nagar, Plot No. 14, S. No. 821 (1) P.B. No. 75, Chintupada Mahim Village, Palghar Taluka Thane District -401 404.	Cables for motor vehicles (second IS 02465:84 revivion) (Amendment 1).		
75 7075975	95/05	Cynamid India Ltd. P.O. Atul Via Valsad 396 020	Monocrotophos SL (second revision)	IS 08074:83	
76 8096786	95/05	Ajay Industrial Corp. 20/11, Site No. 4. Sahibabad Industial Area, Sahibabad (Ghaziabad).	Irrigation equipment — emitters	IS 13487:92	
77 8096584	95/05	Rana Steels Meerut Road Muzaffarnagar 251003	Steel for general structural pur- poses (fourth revision) supersedes IS 225:1975), Amendment No. 1)	IS 02062:92	
78 9086283	95/05	Bhole Baba Milk Food Inds. (P) Ltd. 109 Km Stone NH 2 Agra Delhi Road VPO-Dautana, Tehsil Chattha Mathura	Skim milk powder : Part I Standard grade (Amendment 1).	IS 13334: 91 Part 01	
79 9084178	95/05	Central Scientific Instruments Corporation 5/99A. Agra Mathura Road, Agra 0282 002.	Pathological microscope (Amendment 1)	IS 04381:67	
80 8096988	95/05	Bagda Cement (P) Ltd. G-59 to 63 Riico Industrial Area Sujangarh-331507.	33 Grade ordinary portland cement (fourth revision) (Amendments 3)	IS 00269:89	
81 8099287	95/05	B.L.B. Cement Company E-152, Industrial Area Mandore Jodhpur	33 Grade ordinary portland cement (fourth revision) (Amendments 3)	IS 00269:89	
82 8099388	95/05	Jagdish Construction Pvt. Ltd. F-134 to 138 Industrial Area, Peepalwa Banswara	33 Grade ordinary portland cement (fourth revision) (Amendments 3)	IS 00269:89	
83 8098992	95/05	Suman Cements Pvt. Ltd. Biramsar Tehsil : Ratangarh Ratangarh	33 Grade ordinary portland cement (fourth revision) (Amendments 3)	IS 00269:89	
84 8097283	95/05	Triveni Cement Works F-12, 13, 14 Riico Indl. Area Bigod, Bigod 311601	33 Grade ordinary portland cement (fourth revision) (Amendments 3)	IS 00269:89	
85 8098891	95/05	Gemini cement (P) Ltd. A-334, M.I.A. Alwar 300701	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	

1	2	3	4	5	6
86	8099186	95/05	Lakshmi Cement P.O. Sirohi Road 307021 Jay Kay Puram Sirohi, Sirohi	53 grade ordinary Portland cement (Amendments 3)	IS 12269:87
87	8096887	95/05	Pesticides India P.B. No. 20 Udaisagar Road Udaipur Udaipur-313001	Pesticides-Kitazin granules	IS 13790:93
88	8097889	95/05	Saraswati Cement Village : Roopakhera Via Kankorli Udaipur, Udaipur-313324	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
89	8098083	95/05	Vinod Cement Works Pvt Ltd Sojat Bilara Link Road V & P.O. Basna Tehsil Sojat Distt. Pal (Rajasthan)	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
90	8097081	95/05	General Electronic Components B-951 Shastri Nagar Delhi-110052	Safety of house-hold and similar electrical appliances : Part 2 Particular requirements, sec 3 Electric Iron	IS 00302:92 Part 02 Sec 3
91	8098184	95/05	R. K. Electrical Industries(India) A-47, Naraina Indl. Area Phase-I, New Delhi-110028	PVC insulated (heavy duty) electric cables : Part 1 For working voltages upto and including 1100 V (Third revision)	IS 01554:88 Part 01
92	8098386	95/05	Superior Electric Co. B-35/10, G.T. Karnal Road Industrial Area Delhi 110033	Propeller type ac ventilating fans (first revision) (Amendments Nos. 6)	IS 02312:67
93	8098285	95/05	Shahdara Insulated Cable Co. 9/60, Gali Bagichi Vishwas Nagar Shahdara Delhi-110032	PVC Insulated cables for working voltages upto and including 1100 V (third revision) (Amendment Nos. 1 to 4)	IS 00694:90
94	8097182	95/05	Toshiba Appliances Co. A-24/A Gali No. 4 Anand Parbat New Delhi-110005	Safety of house-hold and similar electrical appliances : Part 2 Particular requirements, Sec 201 Electric immersion water Heater	IS 00302:92 Part 02 Sec 201
95	8097485	95/05	Anand Enterprises WZ-479/B, M. S. Block Hari Nagar New Delhi-110064	Single-phase small ac and universal electric motors (second revision) (Amendments 2)	IS 00996:79
96	8098689	95/05	Annu Lamps D-283, A/3, Sudershen Park Moti Nagar New Delhi-110015	Tungsten filament general service electric lamps (third revision) (Amendments 7)	IS 00418:78

1	2	3	4	5	6
97	8098790	95/05	Miglani Electric Works 487/99, Vill. Peera Garhi (Near Champion Service Stn) Delhi-110041	Electric Irons (fourth revision)	IS 00366:91
98	8097687	95/05	Poonam Electricals FA-226 Mansarovar Garden New Delhi	Safety of house-hold and similar electrical appliances : Part 2 Particular requirements, Sec 3 Electric Iron	IS 00302:92 Part 2 Sec 03
99	8099085	95/05	Superior Electric Co. B-35/10, G.T.K. Road Delhi-110033	Single-phase small ac and universal electric motors (second revision) (Amendments 2)	IS 00996:79
100	8098588	95/05	Surat Electric Industries (India) 3317, Kucha Jalal Bukhari Delhi Gate New Delhi-110002	Safety of house-hold and similar electric appliances : Part 2 Particular requirements, Sec 3 Electric Iron -	IS 00302:92 Part 02 Sec 03
101	8098487	95/05	Singh Electricals A-196, Sudershan Park New Delhi-110015	Tungsten filament general service electric lamps (third revision) (Amendments 7)	IS 00418:78
102	8097990	95/05	Surat Electrical Industries (India) 3317, Kucha Jalal Bukhari Delhi Gate New Delhi-110002	Electric Irons (fourth revision)	IS 00366:91
103	9086990	95/05	Swadeshi Enterprises & Chemical Industries 111/108, A, Pokharpur Kanpur	BHC, (HCH) Dusting powders (fourth revision) (Amendments 3)	IS 00561:78
104	8099590	95/05	Har Narain Tubes WZ-754, A, Sudershan Park New Delhi-110015	Domestic gas stoves for use with liquified petroleum gases (fourth revision)	IS 04246:92
105	8096483	95/05	Har Narain Tubes WZ-754 A, Sudershan Park New Delhi 110015	Domestic gas stoves for use with liquified petroleum gases (fourth revision)	IS 04246:92
106	8097384	95/05	Vidya Cylinders Pvt. Ltd. 112-A, Sector 'A' Industrial Area Raisen Mandideep	Welded low carbon steel cylinder exceeding 5 litre water capacity for low pressure liquifiable gases : Part 1 Cylinders for liquified petroleum gas (LPG) (fourth revision)	IS 03196:92 Part 01
107	8096685	95/05	Premier Nutritions 55-A/56, Indl. Area No. 1 A. B. Road Devas-455001	Skim milk powder : Part 2 Extra grade	IS 13334:92 Part 02
108	9087285	95/05	Harman Milk Foods Ltd. Distt. Patiala Teh. Samana Vill : Retgarh (Punjab)	Skim milk powder : Part 1 Standard grade (Amendment 1)	IS 13334:92 Part 01

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 1 अक्टूबर, 1997

का. आ. 2779.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1579, तारीख 9 जून, 1997 द्वारा भारत ओमान रिफाईनरीज़ लिमिटेड द्वारा पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 21 जून, 1997 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उसमें उपयोग का अधिकार अर्जित किया जाता है;

यह और कि केन्द्रीय सरकार, उक्त धारा की उप धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लगों से मुक्त होकर भारत ओमान रिफाईनरीज़ लिमिटेड में निहित होगा।

अनुसूची

तालुका:लिमखेडा जिला: पंचमहाल राज्य: गुजरात

गांव का नाम	सर्वेक्षण सं. / खंड सं.	क्षेत्र हेक्टर	आरे	सेन्टीआरे
(1)	(2)	(3)	(4)	(5)
प्रतापपुरा	45/2	0	05	46
	46 पैकी	0	88	84
	44	0	01	27
	41	0	06	32
	40	0	43	36
	39	0	21	64
	37	0	48	75
	35	0	22	05
	46 पैकी	0	01	00
	46 पैकी	0	45	13
	46 पैकी	0	36	52
	46 पैकी	0	42	75
	46 पैकी	0	29	09
परपटा	44/4 पैकी	0	52	20
	44/2	0	17	85
	44/10	0	10	65
	44/6	0	15	44
	46	0	57	98
	44/17	0	18	22
	45	0	26	31
	44 पैकी	0	27	45
	44/9	0	54	20
मन्ली	385 पैकी	0	49	01
	421	0	57	00
	420	0	00	23
	419/1	0	17	70
	419/2	0	27	30

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	419/3	0	17	85		48	0	20	85
	431	0	28	64		44/1	0	12	00
	432	0	31	72		47	0	07	35
	416/11	0	03	84		56	0	28	35
	416/2	0	03	43		59/1	0	17	51
	437	0	21	66		59/2	0	15	60
	416/3	0	00	63		150	0	50	04
	439	0	22	75		151	0	21	30
	440/1	0	23	37		152	0	33	45
	7/बी	0	31	07		154	0	21	30
	407/1	0	14	52		156	0	22	20
	3	0	15	75		157 पैकी	0	09	00
	4/3	0	03	66		157 पैकी	0	11	80
	4/1	0	13	02		155 पैकी	0	07	44
	4/4	0	10	09	अगारा	110	0	54	65
	5	0	47	31		115 पैकी	0	37	53
	7/ए पैकी	0	15	25		115 पैकी	0	10	50
	7/ए पैकी	0	08	47		118/3	0	08	10
	7/ए पैकी	0	08	48		118/13	0	04	30
	7/ए पैकी	0	24	20		118/16	0	13	12
	7/ए पैकी	0	08	50		118/17	0	17	38
	8/1	0	18	50		121/7	0	05	98
	8/2	0	16	50		119/1	0	32	33
	8/3	0	14	63		261	0	10	28
	8/4	0	06	45		262	0	41	16
	120/2	0	01	95		136	0	19	58
	120/3	0	16	62		135	0	00	40
कुन्ली	50 पैकी	0	08	74		129	0	26	95
	51	0	15	65		189	0	27	55
	52	0	18	00		188	0	47	62
						192	0	33	51

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	193	0	23	70		61 पैकी	0	08	80
	194	0	07	66	टीखा	8/1	0	37	20
	196	0	28	76		8/2	0	16	60
	198	1	06	19		8/3	0	06	07
	209	0	00	11		9	0	00	90
	177/2	0	02	40	विसलंगा	75 पैकी	0	14	27
	211	0	38	63		76	0	18	36
	212/1	0	01	40		77	0	25	17
	212/2	0	18	40	जाद खेरीया	35	0	07	05
अम्बवा	44 पैकी	0	04	95		36	0	43	65
	44 पैकी	0	16	65		37	0	83	37
	44 पैकी	0	15	30		39	0	00	78
	45 पैकी	0	28	40		38	0	08	70
	45 पैकी	0	23	50		13	0	50	13
	50	0	29	40		17	0	10	80
	48	0	31	74		23	0	06	80
	49	0	05	61		24/पैकी/2	0	33	55
पटवान	10 पैकी	0	05	30		24/पैकी/1	0	03	23
	10 पैकी	0	72	70		155	0	24	60
	11/3	0	08	40		151	0	78	51
	7/2	0	32	33		150 ए	0	22	05
	6	0	65	04	कथोलीया	30/5	0	31	00
	90	0	00	96		30/4	0	05	06
	75/1	0	24	25		10/1	0	15	00
	75/5	0	00	45		10/2	0	23	70
	75/6	0	23	30		11	0	00	84
	68	0	50	09		8	0	03	31
	66	0	32	97		7/3	0	30	30
	67/1	0	13	65		7/4	0	21	30
	67/2	0	16	83		83/2 पैकी	0	27	10
	67/3	0	03	54					
	76/1	0	39	00					
	76/2	0	13	88					
	61 पैकी	0	23	82					

फा. सं. आर-31015/22/96-ओआर. II]

के. सी. कटोच, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 1st October, 1997

S.O. 2779.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S. O. 1579, dated the 9th June 1997, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purposes of laying pipelines for the transport of petroleum products by the Bharat Oman Refineries Limited;

And whereas, the copies of the said gazette notification were made available to the public on the 21st day of June, 1997;

And whereas, the competent authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And further, in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest on this date of the publication of this declaration in the

Bharat Oman Refineries Limited, free from all encumbrances.

Schedule

Taluka: Limkheda District: Panchmahal State: Gujarat

Name of Village	Survey/Block		Area		
	No.	No	Hectare	Are	Centare
(1)	(2)	(3)	(4)	(5)	(6)
Pratappura	45/2		0	05	46
	46 Paiki		0	88	84
	44		0	01	27
	41		0	06	32
	40		0	43	36
	39		0	21	64
	37		0	48	75
	35		0	22	05
	46 Paiki		0	01	00
	46 Paiki		0	45	13
	46 Paiki		0	36	52
	46 Paiki		0	42	75
	46 Paiki		0	29	09
	44/4 Paiki		0	52	20
	44/2		0	17	85
Parpata	44/10		0	10	65
	44/6		0	15	44
	46		0	57	98
	44/17		0	18	22
	45		0	26	31
	44 Paiki		0	27	45
	44/9		0	54	20
	385 Paiki		0	49	01
	421		0	57	00
	420		0	00	23
Manli	419/1		0	17	70
	419/2		0	27	30
	419/3		0	17	85

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	431	0	28	64		56	0	28	35
	432	0	31	72		59/1	0	17	51
	416/11	0	03	84		59/2	0	15	60
	416/2	0	03	43		150	0	50	04
	437	0	21	66		151	0	21	30
	416/3	0	00	63		152	0	33	45
	439	0	22	75		154	0	21	30
	440/1	0	23	37		156	0	22	20
	7/B	0	31	07		157 Paiki	0	09	00
	407/1	0	14	52		157 Paiki	0	11	80
	3	0	15	75		155 Paiki	0	07	44
	4/3	0	03	66	Agara	110	0	54	65
	4/1	0	13	02		115 Paiki	0	37	53
	4/4	0	10	09		115 Paiki	0	10	50
	5	0	47	31		118/3	0	08	10
	7/A Paiki	0	15	25		118/13	0	04	30
	7/A Paiki	0	08	47		118/16	0	13	12
	7/A Paiki	0	08	48		118/17	0	17	38
	7/A Paiki	0	24	20		121/7	0	05	98
	7/A Paiki	0	08	50		119/1	0	32	33
	8/1	0	18	50		261	0	10	28
	8/2	0	16	50		262	0	41	16
	8/3	0	14	63		136	0	19	58
	8/4	0	06	45		135	0	00	40
	120/2	0	01	95		129	0	26	95
	120/3	0	16	62		189	0	27	55
Kunli	50 Paiki	0	08	74		188	0	47	62
	51	0	15	65		192	0	33	51
	52	0	18	00		193	0	23	70
	48	0	20	85		194	0	07	66
	44/1	0	12	00		196	0	28	76
	47	0	07	35		198	1	06	19

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
	209	0	00	11		8/2	0	16	60
	177/2	0	02	40		8/3	0	06	07
	211	0	38	63		9	0	00	90
	212/1	0	01	40	Vislanga	75 Paiki	0	14	27
	212/2	0	18	40		76	0	18	36
Ambwa	44 Paiki	0	04	95		77	0	25	17
	44 Paiki	0	16	65	Jadakheriya	35	0	07	05
	44 Paiki	0	15	30		36	0	43	65
	45 Paiki	0	28	40		37	0	83	37
	45 Paiki	0	23	50		39	0	00	78
	50	0	29	40		38	0	08	70
	48	0	31	74		13	0	50	13
	49	0	05	61		17	0	10	80
Patwan	10 Paiki	0	05	30		23	0	06	80
	10 Paiki	0	72	70		24/Paiki/2	0	33	55
	11/3	0	08	40		24/Paiki/1	0	03	23
	7/2	0	32	33		155	0	24	60
	6	0	65	04		151	0	78	51
	90	0	00	96		150 A	0	22	05
	75/1	0	24	25		30/5	0	31	00
	75/5	0	00	45	Katholiya	30/4	0	05	06
	75/6	0	23	30		10/1	0	15	00
	68	0	50	09		10/2	0	23	70
	66	0	32	97		11	0	00	84
	67/1	0	13	65		8	0	03	31
	67/2	0	16	83		7/3	0	30	30
	67/3	0	03	54		7/4	0	21	30
	76/1	0	39	00		83/2Paiki	0	27	10
	76/2	0	13	88					
	61 Paiki	0	23	82					
	61 Paiki	0	08	80					
Timba	8/1	0	37	20					

[File No. R-31015/22/96-OR.II]
K.C. Katoch, Under Secy.

नई दिल्ली, 27 अक्टूबर, 1997

का. आ. 2780.— केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1487, तारीख 13 अप्रैल, 1997 द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 7 जुन, 1997 को आपसि (यदि कोई हो) फाइल करने के लिए उपलब्ध करा दी गई थी;

और कोई आपसि फाइल नहीं की गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में संक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार, उक्त धारा की उप धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार, केन्द्रीय सरकार में निहित होने की बजाए सभी विद्वगंमों से रहित भारत ओमान रिफाईनरीज लिमिटेड में निहित होगा।

अनुसूची

तालुका: सायला	जिला: सुरेन्द्रनगर	राज्य: गुजरात			
गांव का नाम	सर्वेक्षण संख्या/खंड संख्या	क्षेत्र	हेक्टर	आरे	सेन्टीआरे
(1)	(2)	(3)	(4)	(5)	(5)
धित्रालांक	38	0	03	04	
	39	0	52	63	
	41	0	33	55	
	68/पैकी	0	22	80	
	68/पैकी	0	22	80	
	74/1	0	16	19	
	75	0	20	15	

(1)	(2)	(3)	(4)	(5)
इम्बरीया	53	0	40	47
	40/पैकी	0	15	17
	40/पैकी	0	15	18
	39	0	04	05
	38/1	0	19	23
चोरवीरा (धानगढ)	360	0	59	69
	354	0	49	58
	353	0	56	71
	343 पैकी	0	05	46
	343/1 पैकी	0	24	87
	343/2 पैकी	0	08	12
	331	0	00	50
	332/पैकी	0	15	00
	332/पैकी	0	13	33
	509	0	32	38
	9	0	26	31
	29/1/पैकी	0	29	84
	29/1/पैकी	0	29	85
	30	0	25	20
	31	0	37	43
	35/2	0	50	59
	25/1 पैकी	0	03	70
	36	0	53	62
	52	0	26	85
	51	0	16	19
	49/1 पैकी	0	00	50
	50 पैकी	0	33	36
	50 पैकी	0	33	41
	42	0	51	59
	41	0	54	55
	40/2	0	14	00
सायला	1081/1 पैकी	0	12	17
	1063/1	0	25	04
	1062	0	26	40
	1061/पैकी	0	07	43
	1061/पैकी	0	07	42
	1060	0	14	33
	1059	0	10	00
	1058	0	01	03
	1052 पैकी	0	20	50
	1052 पैकी	0	18	75
	1051	0	27	75

(1)	(2)	(3)	(4)	(5)
	1050	0	21	45

[फा. सं. आर-31015/1/97-ओआर. II]

के. सी. कटोच, अवर सचिव

New Delhi, the 27th October, 1997

S.O. 2780.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S. O. 1487 dated the 13th April, 1997, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas, the copies of the said gazette notification were made available to the public on the (7th, June, 1997 for filing objections if any);

And whereas no objections were filed;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Bharat Oman Refineries Limited;

Schedule

Taluka Sayala District : Surendranagar State : Gujarat

Name of Village	Survey/Block No.	Area	Hectare Are Centare	
(1)	(2)	(3)	(4)	(5)
Chitralank	38	0	03	04
	39	0	52	63
	41	0	33	55
	68/Paiki	0	22	80

(1)	(2)	(3)	(4)	(5)
	68/Paiki	0	22	80
	74/1	0	16	19
	75	0	20	15
Ishvariya	53	0	40	47
	40/Paiki	0	15	17
	40/Paiki	0	15	18
	39	0	04	05
	38/1	0	19	23
Chorvira (Than)	360	0	59	69
	354	0	49	58
	353	0	56	71
	343 Paiki	0	05	46
	343/1 Paiki	0	24	87
	343/2 Paiki	0	08	12
	331	0	00	50
	332/Paiki	0	15	00
	332/Paiki	0	13	33
	509	0	32	38
	9	0	26	31
	29/1/Paiki	0	29	84
	29/1/Paiki	0	29	85
	30	0	25	20
	31	0	37	43
	35/2	0	50	59
	25/1 Paiki	0	03	70
	36	0	53	62
	52	0	26	85
	51	0	16	19
	49/1 Paiki	0	00	50
	50 Paiki	0	33	36
	50 Paiki	0	33	41
	42	0	51	59
	41	0	54	55
Sayala	40/2	0	14	00
	1081/1 Paiki	0	12	17
	1063/1	0	25	04
	1062	0	26	40
	1061/Paiki	0	07	43
	1061/Paiki	0	07	42
	1060	0	14	33
	1059	0	10	00
	1058	0	01	03
	1052 Paiki	0	20	50
	1052 Paiki	0	18	75
	1051	0	27	75
	1050	0	21	45

[File No. R-31015/1/97-OR.II]

K. C. Katoch, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 10 अक्टूबर, 1997

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 10th October, 1997

क.०आ० 2781.—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अर्थात् भारत सरकार के ऊर्जा मंत्रालय पेट्रोलियम विभाग की अधिसूचना का आ सं० 1591 तारीख 25-5-1995 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आभय घोषित कर दिया था।

और यतः समक्ष प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्वेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख का निहित होगा।

अनुसूची

जी एस पी सी अल वेल, हजीरा से अडाजान तक पाइपलाइन बिछाने के लिए।

राज्य : गुजरात	जिला : सूरत	तालुका : चोर्यासी		
गाँव	सर्वे संबर	हेक्टर	आरे	प्रति आरे
मोरा	174 ए	00	37	00
	176	00	15	50
	177	00	10	80
	179	00	33	40
	180	00	06	70
	181	00	13	00
	189	00	26	00
	186	00	35	40
	187	00	07	50
	244	00	19	25

S.O. 2781—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. 1591 dated 25th May, 1995 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land, Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And Whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And Further whereas the Central Government has, after considering the said report decided to acquire the right of user in lands specified in the schedule appended to this notification;

Now, Therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And Further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Corp. Ltd. free from encumbrances.

SCHEDULE

Pipeline From G.S.P.C.L. Well Hazira To Adajan
State : Gujarat District : Surat Taluka : Chorasi

Village	Survey No.	H. Are.	Prati Are.
Mora	174/A	00	37 00
	176	00	15 50
	177	00	10 80
	179	00	33 40
	180	00	06 70
	181	00	13 00
	189	00	26 00
	186	00	35 40
	187	00	07 50
	244	00	19 25

[सं. ओ-12016/17 (iii)-95/ओ एन जी-डी-4]
एम. मार्टिन, डेस्क अधिकारी

[No. O-12016/17(iii)/95-ONG-D-IV]
M. MARTIN, Desk Officer

नई दिल्ली, 23 अक्टूबर, 1997

का० आ० 2782.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की सीधे दी गई अनुसूची में उल्लिखित तारीख की अधिसूचना सं० का० आ० द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त भूमियों में उपयोग का अधिकार जो सभी विलंगनों से मुक्त है इंडियन ऑयल कारपोरेशन लिमिटेड में निहित किया था;

और सक्षम प्राधिकारी ने इंडियन ऑयल कारपोरेशन लिमिटेड से परामर्श करके केन्द्रीय सरकार को रिपोर्ट दे दी है कि पेट्रोलियम परिवहन के प्रयोजन के लिए गुजरात राज्य में कांडला से पंजाब राज्य में भटिन्डा तक उक्त भूमियों में पाइपलाइन बिछाई जा चुकी है, अतः उन भूमियों में प्रचालन को समाप्त को जाए जिसका संक्षिप्त विवरण इस अधिसूचना की उपाबद्ध अनुसूची में विनिर्दिष्ट किया जाता है।

अतः अब केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम 1962 के नियम 4 के अधीन यथा अपेक्षित "प्रचालन की समाप्ति" की तारीख के रूप में उक्त अनुसूची के स्तंभ 6 में उल्लिखित तारीखों की घोषणा करती है।

अनुसूची

का०आ० सं० व तारीख	गांव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6
208-18 जनवरी, 1992	जोगा	मानसा	मानसा	पंजाब	19 फरवरी, 1995
2394-17 सितम्बर, 1994	जोगा	मानसा	मानसा	पंजाब	19 फरवरी, 1995
70-14 जनवरी, 1995	जोगा	मानसा	मानसा	पंजाब	19 फरवरी, 1995
208-18 जनवरी, 1992	अकलिया	मानसा	मानसा	पंजाब	18 फरवरी, 1995
426-6 मार्च, 1993	अकलिया	मानसा	मानसा	पंजाब	18 फरवरी, 1995
1951-18 सितम्बर, 1993	अकलिया	मानसा	मानसा	पंजाब	18 फरवरी, 1995
2234-23 अक्टूबर, 1993	अकलिया	मानसा	मानसा	पंजाब	18 फरवरी, 1995
572-26 फरवरी, 1994	अकलिया	मानसा	मानसा	पंजाब	18 फरवरी, 1995
479-8 फरवरी, 1992	असपाल कलां	बरनाला	संगरूर	पंजाब	1 मार्च, 1995
216-6 फरवरी, 1993	असपाल कलां	बरनाला	संगरूर	पंजाब	1 मार्च, 1995
1954-18 सितम्बर, 1993	असपाल कलां	बरनाला	संगरूर	पंजाब	1 मार्च, 1995
2234-23 अक्टूबर, 1993	असपाल कलां	बरनाला	संगरूर	पंजाब	1 मार्च, 1995
572-26 फरवरी, 1994	असपाल कलां	बरनाला	संगरूर	पंजाब	1 मार्च, 1995
479-8 फरवरी, 1992	भैनी फता	बरनाला	संगरूर	पंजाब	24 फरवरी, 1995
1954-18 सितम्बर, 1993	भैनी फता	बरनाला	संगरूर	पंजाब	24 फरवरी, 1995
479-8 फरवरी, 1992	कोट दुन्ना	बरनाला	संगरूर	पंजाब	27 फरवरी, 1995
1954-18 सितम्बर, 1993	कोट दुन्ना	बरनाला	संगरूर	पंजाब	27 फरवरी, 1995
2234-23 अक्टूबर, 1993	कोट दुन्ना	बरनाला	संगरूर	पंजाब	27 फरवरी, 1995
572-26 फरवरी, 1994	कोट दुन्ना	बरनाला	संगरूर	पंजाब	27 फरवरी, 1995
479-8 फरवरी, 1992	पक्खो	बरनाला	संगरूर	पंजाब	22 फरवरी, 1995
1954-18 सितम्बर, 1993	पक्खो	बरनाला	संगरूर	पंजाब	22 फरवरी, 1995
481-8 फरवरी, 1992	सियोना	समाना	पटियाला	पंजाब	14 जुलाई, 1995
214-6 फरवरी, 1993	सियोना	समाना	पटियाला	पंजाब	14 जुलाई, 1995
2231-23 अक्टूबर, 1993	सियोना	समाना	पटियाला	पंजाब	14 जुलाई, 1995
2234-23 अक्टूबर, 1993	सियोना	समाना	पटियाला	पंजाब	14 जुलाई, 1995
572-26 फरवरी, 1994	सियोना	समाना	पटियाला	पंजाब	14 जुलाई, 1995
481-8 फरवरी, 1992	बादशाहपुर	समाना	पटियाला	पंजाब	14 जुलाई, 1995

1	2	3	4	5	6
2234-23 अक्तूबर, 1993	बादशाहपुर	समाना	पटियाला	पंजाब	14 जुलाई, 1995
572-26 फरवरी, 1994	बादशाहपुर	समाना	पटियाला	पंजाब	14 जुलाई, 1995
481-8 फरवरी, 1992	उगोके	समाना	पटियाला	पंजाब	13 मई, 1995
2234-23 अक्तूबर, 1993	उगोके	समाना	पटियाला	पंजाब	13 मई, 1995
572-26 फरवरी, 1994	उगोके	समाना	पटियाला	पंजाब	13 मई, 1995
481-8 फरवरी, 1992	कुलवानू	समाना	पटियाला	पंजाब	13 जुलाई, 1995
2234-23 अक्तूबर, 1993	कुलवानू	समाना	पटियाला	पंजाब	13 जुलाई, 1995
572-26 फरवरी, 1994	कुलवानू	समाना	पटियाला	पंजाब	13 जुलाई, 1995
481-8 फरवरी, 1992	धग्गा	समाना	पटियाला	पंजाब	6 मई, 1995
2234-23 अक्तूबर, 1993	धग्गा	समाना	पटियाला	पंजाब	6 मई, 1995
481-8 फरवरी, 1992	देधना	समाना	पटियाला	पंजाब	9 मई, 1995
214-6 फरवरी, 1993	देधना	समाना	पटियाला	पंजाब	9 मई, 1995
2231-23 अक्तूबर, 1993	देधना	समाना	पटियाला	पंजाब	9 मई, 1995
2234-23 अक्तूबर, 1993	देधना	समाना	पटियाला	पंजाब	9 मई, 1995
481-8 फरवरी, 1992	ब्राह्मण माजरा	समाना	पटियाला	पंजाब	3 मई, 1995
214-6 फरवरी, 1993	ब्राह्मण माजरा	समाना	पटियाला	पंजाब	3 मई, 1995
572-26 फरवरी, 1994	ब्राह्मण माजरा	समाना	पटियाला	पंजाब	3 मई, 1995
481-8 फरवरी, 1992	खेड़ी निगाहिया	समाना	पटियाला	पंजाब	7 मई, 1995
214-6 फरवरी, 1993	खेड़ी निगाहिया	समाना	पटियाला	पंजाब	7 मई, 1995
2234-23 अक्तूबर, 1993	खेड़ी निगाहिया	समाना	पटियाला	पंजाब	7 मई, 1995
480-8 फरवरी, 1992	चकराम सिंहवाला	भटिंडा	भटिंडा	पंजाब	22 जनवरी, 1995
216-6 फरवरी, 1993	चकराम सिंहवाला	भटिंडा	भटिंडा	पंजाब	22 जनवरी, 1995
2234-23 अक्तूबर, 1993	चकराम सिंहवाला	भटिंडा	भटिंडा	पंजाब	22 जनवरी, 1995
2549-22 नवम्बर, 1993	चकराम सिंहवाला	भटिंडा	भटिंडा	पंजाब	22 जनवरी, 1995
480-8 फरवरी, 1992	चकफतेसिंहवाला	भटिंडा	भटिंडा	पंजाब	20 जनवरी, 1995
216-6 फरवरी, 1993	चकफतेसिंहवाला	भटिंडा	भटिंडा	पंजाब	20 जनवरी, 1995
2234-23 अक्तूबर, 1993	चकफतेसिंहवाला	भटिंडा	भटिंडा	पंजाब	20 जनवरी, 1995
2449-27 नवम्बर, 1993	चकफतेसिंहवाला	भटिंडा	भटिंडा	पंजाब	20 जनवरी, 1995
480-8 फरवरी, 1992	तुंगवाली	भटिंडा	भटिंडा	पंजाब	25 जनवरी, 1995
1956-18 सितम्बर, 1993	तुंगवाली	भटिंडा	भटिंडा	पंजाब	25 जनवरी, 1995
2234-23 अक्तूबर, 1993	तुंगवाली	भटिंडा	भटिंडा	पंजाब	25 जनवरी, 1995
2549-27 नवम्बर, 1993	तुंगवाली	भटिंडा	भटिंडा	पंजाब	25 जनवरी, 1995
572-26 फरवरी, 1994	तुंगवाली	भटिंडा	भटिंडा	पंजाब	25 जनवरी, 1995
480-8 फरवरी, 1992	गुलाबगढ़	भटिंडा	भटिंडा	पंजाब	5 जनवरी, 1995
216-6 फरवरी, 1993	गुलाबगढ़	भटिंडा	भटिंडा	पंजाब	5 जनवरी, 1995
2234-23 अक्तूबर, 1993	गुलाबगढ़	भटिंडा	भटिंडा	पंजाब	5 जनवरी, 1995
572-26 फरवरी, 1994	गुलाबगढ़	भटिंडा	भटिंडा	पंजाब	5 जनवरी, 1995
480-8 फरवरी, 1992	फुसमण्डी	भटिंडा	भटिंडा	पंजाब	4 जनवरी, 1995
209-18 जनवरी, 1992	सेहाल	सुनाम	संगरूर	पंजाब	28 अप्रैल, 1995
215-6 फरवरी, 1993	सेहाल	सुनाम	संगरूर	पंजाब	28 अप्रैल, 1995
1952-18 सितम्बर, 1993	सेहाल	सुनाम	संगरूर	पंजाब	28 अप्रैल, 1995
2234-23 अक्तूबर, 1993	सेहाल	सुनाम	संगरूर	पंजाब	28 अप्रैल, 1995
572-26 फरवरी, 1994	सेहाल	सुनाम	संगरूर	पंजाब	28 अप्रैल, 1995
209-18 जनवरी, 1992	समुरान	सुनाम	संगरूर	पंजाब	26 अप्रैल, 1995
1952-18 सितम्बर, 1993	समुरान	सुनाम	संगरूर	पंजाब	26 अप्रैल, 1995
2234-23 अक्तूबर, 1993	समुरान	सुनाम	संगरूर	पंजाब	26 अप्रैल, 1995
209-18 जनवरी, 1992	मुन्शीवाला	सुनाम	संगरूर	पंजाब	27 अप्रैल, 1995

1	2	3	4	5	6
1952-18 सितम्बर, 1993	मुन्शीवाला	सुनाम	संगरूर	पंजाब	27 अप्रैल, 1995
2234-23 अक्टूबर, 1993	मुन्शीवाला	सुनाम	संगरूर	पंजाब	27 अप्रैल, 1995
572-26 फरवरी, 1994	मुन्शीवाला	सुनाम	संगरूर	पंजाब	27 अप्रैल, 1995
209-18 जनवरी, 1992	सफीपुर खुर्द	सुनाम	संगरूर	पंजाब	24 अप्रैल, 1995
2234-23 अक्टूबर, 1993	सफीपुर खुर्द	सुनाम	संगरूर	पंजाब	24 अप्रैल, 1995
209-18 जनवरी, 1992	कमाल पुर	सुनाम	संगरूर	पंजाब	2 मई, 1995
214-6 फरवरी, 1993	कमाल पुर	सुनाम	संगरूर	पंजाब	2 मई, 1995
424-6 मार्च, 1993	कमाल पुर	सुनाम	संगरूर	पंजाब	2 मई, 1995
1952-18 सितम्बर, 1993	कमाल पुर	सुनाम	संगरूर	पंजाब	2 मई, 1995
2234-23 अक्टूबर, 1993	कमाल पुर	सुनाम	संगरूर	पंजाब	2 मई, 1995
209-18 जनवरी, 1992	खनाल कलां	सुनाम	संगरूर	पंजाब	20 अप्रैल, 1995
215-6 फरवरी, 1993	खनाल कलां	सुनाम	संगरूर	पंजाब	20 अप्रैल, 1995
424-6 मार्च, 1993	खनाल कलां	सुनाम	संगरूर	पंजाब	20 अप्रैल, 1995
1952-18 सितम्बर, 1993	खनाल कलां	सुनाम	संगरूर	पंजाब	20 अप्रैल, 1995
2234-23 अक्टूबर, 1993	खनाल कलां	सुनाम	संगरूर	पंजाब	20 अप्रैल, 1995
572-26 फरवरी, 1994	खनाल कलां	सुनाम	संगरूर	पंजाब	20 अप्रैल, 1995
209-18 जनवरी, 1992	खनाल खुर्द	सुनाम	संगरूर	पंजाब	22 अप्रैल, 1995
209-18 जनवरी, 1992	गुजरां	सुनाम	संगरूर	पंजाब	15 अप्रैल, 1995
214-6 फरवरी, 1993	गुजरां	सुनाम	संगरूर	पंजाब	15 अप्रैल, 1995
215-6 फरवरी, 1993	गुजरां	सुनाम	संगरूर	पंजाब	15 अप्रैल, 1995
2234-23 अक्टूबर, 1993	गुजरां	सुनाम	संगरूर	पंजाब	15 अप्रैल, 1995
572-26 फरवरी, 1994	गुजरां	सुनाम	संगरूर	पंजाब	15 अप्रैल, 1995
209-18 जनवरी, 1992	गोबिन्दपुर नगरी	सुनाम	संगरूर	पंजाब	7 अप्रैल, 1995
215-6 फरवरी, 1993	गोबिन्दपुर नगरी	सुनाम	संगरूर	पंजाब	7 अप्रैल, 1995
1952-18 सितम्बर, 1993	गोबिन्दपुर नगरी	सुनाम	संगरूर	पंजाब	7 अप्रैल, 1995
2234-23 अक्टूबर, 1993	गोबिन्दपुर नगरी	सुनाम	संगरूर	पंजाब	7 अप्रैल, 1995
572-26 फरवरी, 1994	गोबिन्दपुर नगरी	सुनाम	संगरूर	पंजाब	7 अप्रैल, 1995
209-18 जनवरी, 1992	मेहलां	सुनाम	संगरूर	पंजाब	5 अप्रैल, 1995
424-6 मार्च, 1993	मेहलां	सुनाम	संगरूर	पंजाब	5 अप्रैल, 1995
1952-18 सितम्बर, 1993	मेहलां	सुनाम	संगरूर	पंजाब	5 अप्रैल, 1995
2234-23 अक्टूबर, 1993	मेहलां	सुनाम	संगरूर	पंजाब	5 अप्रैल, 1995
482-8 फरवरी, 1992	राय खाना	तलवंडी साबो	भटिंडा	पंजाब	26 जनवरी, 1995

[सं० आर-31015/13/96-ओ० आर० -I]

फे० सी० कटोच, अवर सचिव

New Delhi, the 23rd October, 1997

S.O. 2782.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. and date as mentioned in the Schedule below issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the right of user in the lands specified in the Schedule appended to that notification;

And whereas, in exercise of the powers conferred by sub-section (4) of section- 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances, in the Indian Oil Corporation Limited;

And whereas, the competent authority has in consultation with the Indian Oil Corporation Limited made a report to the Central Government that the pipelines for the purpose of transport of Petroleum from Kandla in the State of Gujarat to Bhatinda in the State of Punjab has been laid in the said lands, so the operation may be terminated in respect of the lands the description of which in brief is specified in the Schedule annexed to this notification;

Now, therefore, as required under rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declare the dates mentioned in column 6 of the said Schedule as the date of termination of operation.

SCHEDULE

S.O.No. & Date	Name of Village	Tehsil	District	State	Date of Termination of operation
1	2	3	4	5	6
208-18th January, 1992	Joga	Mansa	Mansa	Punjab	19th February, 1995
2394-17th September, 1994	Joga	Mansa	Mansa	Punjab	19th February, 1995
70-14th January, 1995	Joga	Mansa	Mansa	Punjab	19th February, 1995
208-18th January, 1992	Aklia	Mansa	Mansa	Punjab	18th February, 1995
426-6th March, 1993	Aklia	Mansa	Mansa	Punjab	18th February, 1995
1951-18th September, 1993	Aklia	Mansa	Mansa	Punjab	18th February, 1995
2234-23rd October, 1993	Aklia	Mansa	Mansa	Punjab	18th February, 1995
572-26th February, 1994	Aklia	Mansa	Mansa	Punjab	18th February, 1995
479-8th February, 1992	Aspal Kalan	Barnala	Sangrur	Punjab	1st March, 1995
216-6th February, 1993	Aspal Kalan	Barnala	Sangrur	Punjab	1st March, 1995
1954-18th September, 1993	Aspal Kalan	Barnala	Sangrur	Punjab	1st March, 1995
2234-23rd October, 1993	Aspal Kalan	Barnala	Sangrur	Punjab	1st March, 1995
572-26th February, 1994	Aspal Kalan	Barnala	Sangrur	Punjab	1st March, 1995
479-8th February, 1992	Bhaini Fatta	Barnala	Sangrur	Punjab	24th February, 1995
1954-18th September, 1993	Bhaini Fatta	Barnala	Sangrur	Punjab	24th February, 1995
479-8th February, 1992	Kot Dunna	Barnala	Sangrur	Punjab	27th February, 1995
1954-18th September, 1993	Kot Dunna	Barnala	Sangrur	Punjab	27th February, 1995
2234-23rd October, 1993	Kot Dunna	Barnala	Sangrur	Punjab	27th February, 1995
572-26th February, 1994	Kot Dunna	Barnala	Sangrur	Punjab	27th February, 1995
479-8th February, 1992	Pakho	Barnala	Sangrur	Punjab	22nd February, 1995
1954-18th September, 1993	Pakho	Barnala	Sangrur	Punjab	22nd February, 1995
481-8th February, 1992	Seona	Samana	Patiala	Punjab	14th July, 1995
214-6th February, 1993	Seona	Samana	Patiala	Punjab	14th July, 1995
2231-23rd October, 1993	Seona	Samana	Patiala	Punjab	14th July, 1995
2234-23rd October, 1993	Seona	Samana	Patiala	Punjab	14th July, 1995
572-26th February, 1994	Seona	Samana	Patiala	Punjab	14th July, 1995
481-8th February, 1992	Badshahpur	Samana	Patiala	Punjab	14th July, 1995
2234-23rd October, 1993	Badshahpur	Samana	Patiala	Punjab	14th July, 1995
572-26th February, 1994	Badshahpur	Samana	Patiala	Punjab	14th July, 1995
481-8th February, 1992	Uggoke	Samana	Patiala	Punjab	13th May, 1995
2234-23rd October, 1993	Uggoke	Samana	Patiala	Punjab	13th May, 1995
572-26th February, 1994	Uggoke	Samana	Patiala	Punjab	13th May, 1995
481-8th February, 1992	Kulwanoo	Samana	Patiala	Punjab	13th July, 1995
2234-23rd October, 1993	Kulwanoo	Samana	Patiala	Punjab	13th July, 1995
572-26th February, 1994	Kulwanoo	Samana	Patiala	Punjab	13th July, 1995
481-8th February, 1992	Ghagga	Samana	Patiala	Punjab	6th May, 1995
2234-23rd October, 1993	Ghagga	Samana	Patiala	Punjab	6th May, 1995
481-8th February, 1992	Dedhana	Samana	Patiala	Punjab	9th May, 1995
214-6th February, 1993	Dedhana	Samana	Patiala	Punjab	9th May, 1995
2231-23rd October, 1993	Dedhana	Samana	Patiala	Punjab	9th May, 1995
2234-23rd October, 1993	Dedhana	Samana	Patiala	Punjab	9th May, 1995

1	2	3	4	5	6
481-8th February, 1992	Brahman Majra	Samana	Patiala	Punjab	3rd May, 1995
214-6th February, 1993	Brahman Majra	Samana	Patiala	Punjab	3rd May, 1995
572-26th February, 1994	Brahman Majra	Samana	Patiala	Punjab	3rd May, 1995
481-8th February, 1992	Kheri Nigahia	Samana	Patiala	Punjab	7th May, 1995
214-6th February, 1993	Kheri Nigahia	Samana	Patiala	Punjab	7th May, 1995
2234-23rd October, 1993	Kheri Nigahia	Samana	Patiala	Punjab	7th May, 1995
480-8th February, 1992	Chak Ram Singh Wala	Bhatinda	Bhatinda	Punjab	22nd January, 1995
216-6th February, 1993	Chak Ram Singh Wala	Bhatinda	Bhatinda	Punjab	22nd January, 1995
2234-23rd October, 1993	Chak Ram Singh Wala	Bhatinda	Bhatinda	Punjab	22nd January, 1995
2549-22nd November, 1993	Chak Ram Singh Wala	Bhatinda	Bhatinda	Punjab	22nd January, 1995
480-8th February, 1992	Chak Fateh Singh Wala	Bhatinda	Bhatinda	Punjab	20th January, 1995
216-6th February, 1993	Chak Fateh Singh Wala	Bhatinda	Bhatinda	Punjab	20th January, 1995
2234-23rd October, 1993	Chak Fateh Singh Wala	Bhatinda	Bhatinda	Punjab	20th January, 1995
2549-27th November, 1993	Chak Fateh Singh Wala	Bhatinda	Bhatinda	Punjab	20th January, 1995
480-8th February, 1992	Tungwali	Bhatinda	Bhatinda	Punjab	25th January, 1995
1956-18th September, 1993	Tungwali	Bhatinda	Bhatinda	Punjab	25th January, 1995
2234-23rd October, 1993	Tungwali	Bhatinda	Bhatinda	Punjab	25th January, 1995
2549-27th November, 1993	Tungwali	Bhatinda	Bhatinda	Punjab	25th January, 1995
572-26th February, 1994	Tungwali	Bhatinda	Bhatinda	Punjab	25th January, 1995
480-8th February, 1992	Gulabgarh	Bhatinda	Bhatinda	Punjab	5th January, 1995
216-6th February, 1993	Gulabgarh	Bhatinda	Bhatinda	Punjab	5th January, 1995
2234-23rd October, 1993	Gulabgarh	Bhatinda	Bhatinda	Punjab	5th January, 1995
572-26th February, 1994	Gulabgarh	Bhatinda	Bhatinda	Punjab	5th January, 1995
480-8th February, 1992	Puhs Mandi	Bhatinda	Bhatinda	Punjab	4th January, 1995
209-18th January, 1992	Sehal	Sunam	Sangrur	Punjab	28th April, 1995
215-6th February, 1993	Sehal	Sunam	Sangrur	Punjab	28th April, 1995
1952-18th September, 1993	Sehal	Sunam	Sangrur	Punjab	28th April, 1995
2234-23rd October, 1993	Sehal	Sunam	Sangrur	Punjab	28th April, 1995
572-26th February, 1994	Sehal	Sunam	Sangrur	Punjab	28th April, 1995
209-18th January, 1992	Samuran	Sunam	Sangrur	Punjab	26th April, 1995
1952-18th September, 1993	Samuran	Sunam	Sangrur	Punjab	26th April, 1995
2234-23rd October, 1993	Samuran	Sunam	Sangrur	Punjab	26th April, 1995
209-18 January, 1992	Munshiwala	Sunam	Sangrur	Punjab	27th April, 1995
1952-18th September, 1993	Munshiwala	Sunam	Sangrur	Punjab	27th April, 1995
2234-23rd October, 1993	Munshiwala	Sunam	Sangrur	Punjab	27th April, 1995
572-26th February, 1994	Munshiwala	Sunam	Sangrur	Punjab	27th April, 1995
209-18th January, 1992	Saffipur Khurd	Sunam	Sangrur	Punjab	24th April, 1995
2234-23rd October, 1993	Saffipur Khurd	Sangrur	Sangrur	Punjab	24th April, 1995
209-18th January, 1992	Kamalpur	Sunam	Sangrur	Punjab	2nd May, 1995
214-6th February, 1993	Kamalpur	Sunam	Sangrur	Punjab	2nd May, 1995
424-6th March, 1993	Kamalpur	Sunam	Sangrur	Punjab	2nd May, 1995
1952-18th September, 1993	Kamalpur	Sunam	Sangrur	Punjab	2nd May, 1995
2234-23rd October, 1993	Kamalpur	Sunam	Sangrur	Punjab	2nd May, 1995
209-18th January, 1992	Khanal Kalan	Sunam	Sangrur	Punjab	20th April, 1995
215-6th February, 1993	Khanal Kalan	Sunam	Sangrur	Punjab	20th April, 1995

1	2	3	4	5	6
424-6th March, 1993	Khanal Kalan	Sunam	Sangrur	Punjab	20th April, 1995
1952-18th September, 1993	Kharal Kalan	Sunam	Sangrur	Punjab	20th April, 1995
2234-23rd October, 1993	Khanal Kalan	Sunam	Sangrur	Punjab	20th April, 1995
572-26th February, 1994	Kharal Kalan	Sunam	Sangrur	Punjab	20th April, 1995
209-18th January, 1992	Khanal Khurd	Sunam	Sangrur	Punjab	22nd April, 1995
209-18th January, 1992	Gujjan	Sunam	Sangrur	Punjab	15th April, 1995
214-6th February, 1993	Gujjan	Sunam	Sangrur	Punjab	15th April, 1995
215-6th February, 1993	Gujjan	Sunam	Sangrur	Punjab	15th April, 1995
2234-23rd October, 1993	Gujjan	Sunam	Sangrur	Punjab	15th April, 1995
572-26th February, 1994	Gujjan	Sunam	Sangrur	Punjab	15th April, 1995
209-18th January, 1992	Gobindpur Nagri	Sunam	Sangrur	Punjab	7th April, 1995
215-6th February, 1993	Gobindpur Nagri	Sunam	Sangrur	Punjab	7th April, 1995
1952-18th September, 1993	Gobindpur Nagri	Sunam	Sangrur	Punjab	7th April, 1995
2234-23rd October, 1993	Gobindpur Nagri	Sunam	Sangrur	Punjab	7th April, 1995
572-26th February, 1994	Gobindpur Nagri	Sunam	Sangrur	Punjab	7th April, 1995
209-18 January, 1992	Mehlan	Sunam	Sangrur	Punjab	5th April, 1995
424-6th March, 1993	Mehlan	Sunam	Sangrur	Punjab	5th April, 1995
1952-18th September, 1993	Mehlan	Sunam	Sangrur	Punjab	5th April, 1995
2234-23rd October, 1993	Mehlan	Sunam	Sangrur	Punjab	5th April, 1995
482-8th February, 1992	Rai Khana	Taiwandi Sabo	Bhatinda	Punjab	26th January, 1995

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K. C. KATOCH, Under Secy.

नई दिल्ली, 23 अक्टूबर, 1997

का०आ० 2783 :—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में उल्लिखित तारीख की अधिसूचना सं० का०आ० द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था ;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त भूमियों में उपयोग का अधिकार जो सभी विलंगमों से मुक्त है, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित किया था ;

और सक्षम प्राधिकारी ने इंडियन ऑयल कॉर्पोरेशन लिमिटेड से परामर्श करके केन्द्रीय सरकार को रिपोर्ट दे दी है कि पेट्रोलियम परिवहन के प्रयोजन के लिए गुजरात राज्य में कांडला से पंजाब राज्य में भटिंडा तक उक्त भूमियों में पाइपलाइन बिछाई जा चुकी है, अतः उन भूमियों में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना की उपबद्ध अनुसूची में विनिर्दिष्ट किया जाता है ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1962 के नियम 4 के अधीन यथाअपेक्षित "प्रचालन की समाप्ति" की तारीख के रूप में उक्त अनुसूची के स्तंभ 6 में उल्लिखित तारीखों की घोषणा करती है ।

अनुसूची

का०आ० सं० व तारीख	गांव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6
2014-25 सितम्बर, 1993	खैडी गुलाम अली	गुहला	कैथल	हरियाणा	29 अप्रैल, 1995
206-18 जनवरी, 1992	खैडी गुलाम अली	गुहला	कैथल	हरियाणा	29 अप्रैल, 1995
1831-28 अगस्त, 1993	खैडी गुलाम अली	गुहला	कैथल	हरियाणा	29 अप्रैल, 1995
2232-23 अक्टूबर, 1993	खैडी गुलाम अली	गुहला	कैथल	हरियाणा	29 अप्रैल, 1995
206-18 जनवरी, 1992	उमैदपुर	गुहला	कैथल	हरियाणा	23 मार्च, 1995
2232-23 अक्टूबर, 1993	उमैदपुर	गुहला	कैथल	हरियाणा	23 मार्च, 1995
2014-25 सितम्बर, 1993	उमैदपुर	गुहला	कैथल	हरियाणा	23 मार्च, 1995
206-18 जनवरी, 1992	प्रभावत	गुहला	कैथल	हरियाणा	23 मार्च, 1995
2232-23 अक्टूबर, 1993	प्रभावत	गुहला	कैथल	हरियाणा	23 मार्च, 1995
2014-25 सितम्बर, 1993	प्रभावत	गुहला	कैथल	हरियाणा	23 मार्च, 1995
227-6 फरवरी, 1993	प्रभावत	गुहला	कैथल	हरियाणा	23 मार्च, 1995
2232-23 अक्टूबर, 1993	जनैदपुर	गुहला	कैथल	हरियाणा	21 मार्च, 1995
574-26 फरवरी, 1994	जनैदपुर	गुहला	कैथल	हरियाणा	21 मार्च, 1995
2014-25 सितम्बर, 1993	जनैदपुर	गुहला	कैथल	हरियाणा	21 मार्च, 1995
206-18 जनवरी, 1992	सदाना चक्कू	गुहला	कैथल	हरियाणा	20 मार्च, 1995
227-6 फरवरी, 1993	लवाना चक्कू	गुहला	कैथल	हरियाणा	20 मार्च, 1995

1	2	3	4	5	6
2014-25 सितम्बर, 1993	लदाना चक्कू	गुहला	कैथल	हरियाणा	20 मार्च, 1995
2232-23 अक्तूबर, 1993	लदाना चक्कू	गुहला	कैथल	हरियाणा	20 मार्च, 1995
1831-28 अगस्त, 1993	लदाना चक्कू	गुहला	कैथल	हरियाणा	20 मार्च, 1995
206-18 जनवरी, 1992	तारावाली	गुहला	कैथल	हरियाणा	12 मार्च, 1995
2014-25 सितम्बर, 1993	तारावाली	गुहला	कैथल	हरियाणा	12 मार्च, 1995
2232-23 अक्तूबर, 1993	तारावाली	गुहला	कैथल	हरियाणा	12 मार्च, 1995
227-6 फरवरी, 1993	तारावाली	गुहला	कैथल	हरियाणा	12 मार्च, 1995
226-6 फरवरी, 1993	तारावाली	गुहला	कैथल	हरियाणा	12 मार्च, 1995
2232-23 अक्तूबर, 1993	कसोर	गुहला	कैथल	हरियाणा	11 मार्च, 1995
2014-25 सितम्बर, 1993	कसोर	गुहला	कैथल	हरियाणा	11 मार्च, 1995
206-18 जनवरी, 1992	कसोर	गुहला	कैथल	हरियाणा	11 मार्च, 1995
226-6 फरवरी, 1993	कसोर	गुहला	कैथल	हरियाणा	11 मार्च, 1995
206-18 जनवरी, 1992	पहाड़पुर	गुहला	कैथल	हरियाणा	21 मार्च, 1995
2232-23 अक्तूबर, 1993	मस्तगढ़	गुहला	कैथल	हरियाणा	16 मार्च, 1995
40-4 जनवरी, 1992	डीग	कैथल	कैथल	हरियाणा	28 जुलाई, 1995
1138-29 मई, 1993	डीग	कैथल	कैथल	हरियाणा	28 जुलाई, 1995
1959-18 सितम्बर, 1993	डीग	कैथल	कैथल	हरियाणा	28 जुलाई, 1995
478-13 मार्च, 1993	डीग	कैथल	कैथल	हरियाणा	28 जुलाई, 1995
573-26 फरवरी, 1994	डीग	कैथल	कैथल	हरियाणा	28 जुलाई, 1995
40-4 जनवरी, 1992	हाबड़ी	कैथल	कैथल	हरियाणा	3 अगस्त, 1995
1959-18 सितम्बर, 1993	हाबड़ी	कैथल	कैथल	हरियाणा	3 अगस्त, 1995
1138-29 मई, 1993	हाबड़ी	कैथल	कैथल	हरियाणा	3 अगस्त, 1995
478-13 मार्च, 1993	हाबड़ी	कैथल	कैथल	हरियाणा	3 अगस्त, 1995
40-4 जनवरी, 1992	हजवाना	कैथल	कैथल	हरियाणा	28 जुलाई, 1995
1959-18 सितम्बर, 1993	हजवाना	कैथल	कैथल	हरियाणा	28 जुलाई, 1995
478-13 मार्च, 1993	हजवाना	कैथल	कैथल	हरियाणा	28 जुलाई, 1995
1138-29 मई, 1993	हजवाना	कैथल	कैथल	हरियाणा	28 जुलाई, 1995
478-13 मार्च, 1993	बरसाना	कैथल	कैथल	हरियाणा	15 जुलाई, 1995
40-4 जनवरी, 1992	बरसाना	कैथल	कैथल	हरियाणा	15 जुलाई, 1995
1959-18 सितम्बर, 1993	बरसाना	कैथल	कैथल	हरियाणा	15 जुलाई, 1995
1138-29 मई, 1993	बरसाना	कैथल	कैथल	हरियाणा	15 जुलाई, 1995
1959-18 सितम्बर, 1993	थेहबड़ल	कैथल	कैथल	हरियाणा	14 जुलाई, 1995
40-4 जनवरी, 1992	पुण्डरी	कैथल	कैथल	हरियाणा	10 जुलाई, 1995
1959-18 सितम्बर, 1993	पुण्डरी	कैथल	कैथल	हरियाणा	10 जुलाई, 1995
478-13 मार्च, 1993	पुण्डरी	कैथल	कैथल	हरियाणा	10 जुलाई, 1995
226-6 फरवरी, 1993	पुण्डरी	कैथल	कैथल	हरियाणा	10 जुलाई, 1995
1959-18 सितम्बर, 1993	जटहेड़ी	कैथल	कैथल	हरियाणा	12 जुलाई, 1995
573-26 फरवरी, 1994	जटहेड़ी	कैथल	कैथल	हरियाणा	12 जुलाई, 1995
40-4 जनवरी, 1992	ककौत	कैथल	कैथल	हरियाणा	11 जुलाई, 1995
1959-18 सितम्बर, 1993	ककौत	कैथल	कैथल	हरियाणा	11 जुलाई, 1995
227-6 फरवरी, 1993	ककौत	कैथल	कैथल	हरियाणा	11 जुलाई, 1995
478-13 मार्च, 1993	ककौत	कैथल	कैथल	हरियाणा	11 जुलाई, 1995
1959-18 सितम्बर, 1993	मुण्डरी	कैथल	कैथल	हरियाणा	2 जून, 1995
40-4 जनवरी, 1992	मुण्डरी	कैथल	कैथल	हरियाणा	2 जून, 1995
478-13 मार्च, 1993	मुण्डरी	कैथल	कैथल	हरियाणा	2 जून, 1995
226-6 फरवरी, 1993	मुण्डरी	कैथल	कैथल	हरियाणा	2 जून, 1995
1138-29 मई, 1993	मुण्डरी	कैथल	कैथल	हरियाणा	2 जून, 1995

1959-18 सितम्बर, 1993	नरड	कैथल	कैथल	हरियाणा	19 जून, 1995
1138-29 मई, 1993	भैनी माजरा	कैथल	कैथल	हरियाणा	19 जून, 1995
1959-18 सितम्बर, 1993	भैनी माजरा	कैथल	कैथल	हरियाणा	19 जून, 1995
1138-29 मई, 1993	पट्टी कायथ सेठ	कैथल	कैथल	हरियाणा	5 जुलाई, 1995
1959-18 सितम्बर, 1993	पट्टी कायथ सेठ	कैथल	कैथल	हरियाणा	5 जुलाई, 1995
573-26 फरवरी, 1994	पट्टी कायथ सेठ	कैथल	कैथल	हरियाणा	5 जुलाई, 1995
40-4 जनवरी, 1992	कुलतारन	कैथल	कैथल	हरियाणा	2 जुलाई, 1995
227-6 फरवरी, 1993	कुलतारन	कैथल	कैथल	हरियाणा	2 जुलाई, 1995
478-13 मार्च, 1993	कुलतारन	कैथल	कैथल	हरियाणा	2 जुलाई, 1995
1959-18 सितम्बर, 1993	कुलतारन	कैथल	कैथल	हरियाणा	2 जुलाई, 1995
40-4 जनवरी, 1992	खानपुर	कैथल	कैथल	हरियाणा	18 जून, 1995
1138-29 मई, 1993	खानपुर	कैथल	कैथल	हरियाणा	18 जून, 1995
789-26 मार्च, 1994	खानपुर	कैथल	कैथल	हरियाणा	18 जून, 1995
1959-18 सितम्बर, 1993	पट्टी अफगान	कैथल	कैथल	हरियाणा	16 जून, 1995
478-13 मार्च, 1993	पट्टी अफगान	कैथल	कैथल	हरियाणा	16 जून, 1995
573-26 फरवरी, 1994	पट्टी अफगान	कैथल	कैथल	हरियाणा	16 जून, 1995
40-4 जनवरी, 1992	खुराना	कैथल	कैथल	हरियाणा	16 जून, 1995
1959-18 सितम्बर, 1993	खुराना	कैथल	कैथल	हरियाणा	16 जून, 1995
573-26 फरवरी, 1994	खुराना	कैथल	कैथल	हरियाणा	16 जून, 1995
40-4 जनवरी, 1992	सीवन	कैथल	कैथल	हरियाणा	9 जुलाई, 1995
1959-18 सितम्बर, 1993	सीवन	कैथल	कैथल	हरियाणा	9 जुलाई, 1995
1138-29 मई, 1993	सीवन	कैथल	कैथल	हरियाणा	9 जुलाई, 1995
227-6 फरवरी, 1993	सीवन	कैथल	कैथल	हरियाणा	9 जुलाई, 1995
226-6 फरवरी, 1993	सीवन	कैथल	कैथल	हरियाणा	9 जुलाई, 1995
40-4 जनवरी, 1992	पाई	कैथल	कैथल	हरियाणा	14 जुलाई, 1995
1959-18 सितम्बर, 1993	पवाना हसन पुर	असंध	करनाल	हरियाणा	20 अगस्त, 1995
573-26 फरवरी, 1994	पवाना हसन पुर	असंध	करनाल	हरियाणा	20 अगस्त, 1995
477-13 मार्च, 1993	पवाना हसन पुर	असंध	करनाल	हरियाणा	20 अगस्त, 1995
41-4 जनवरी, 1992	पवाना हसन पुर	असंध	करनाल	हरियाणा	20 अगस्त, 1995
227-6 फरवरी, 1993	पवाना हसन पुर	असंध	करनाल	हरियाणा	20 अगस्त, 1995
2235-23 अक्टूबर, 1993	पवाना हसन पुर	असंध	करनाल	हरियाणा	20 अगस्त, 1995
226-6 फरवरी, 1993	पवाना हसन पुर	असंध	करनाल	हरियाणा	20 अगस्त, 1995
41-4 जनवरी, 1992	पाढ़ा	असंध	करनाल	हरियाणा	30 जुलाई, 1995
1959-18 सितम्बर, 1993	पाढ़ा	असंध	करनाल	हरियाणा	30 जुलाई, 1995
477-13 मार्च, 1993	पाढ़ा	असंध	करनाल	हरियाणा	30 जुलाई, 1995
226-6 फरवरी, 1993	पाढ़ा	असंध	करनाल	हरियाणा	30 जुलाई, 1995
2235-23 अक्टूबर, 1993	पाढ़ा	असंध	करनाल	हरियाणा	30 जुलाई, 1995
227-6 फरवरी, 1993	पाढ़ा	असंध	करनाल	हरियाणा	30 जुलाई, 1995
2235-23 अक्टूबर, 1993	कुड़लान	असंध	करनाल	हरियाणा	26 जुलाई, 1995
1959-18 सितम्बर, 1993	कुड़लान	असंध	करनाल	हरियाणा	26 जुलाई, 1995
41-4 जनवरी, 1992	कुड़लान	असंध	करनाल	हरियाणा	26 जुलाई, 1995
477-13 मार्च, 1993	कुड़लान	असंध	करनाल	हरियाणा	26 जुलाई, 1995
41-4 जनवरी, 1992	टरखा माजरा	असंध	करनाल	हरियाणा	26 जुलाई, 1995
1959-18 सितम्बर, 1993	टरखा माजरा	असंध	करनाल	हरियाणा	26 जुलाई, 1995
477-13 मार्च, 1993	टरखा माजरा	असंध	करनाल	हरियाणा	26 जुलाई, 1995
227-6 फरवरी, 1993	टरखा माजरा	असंध	करनाल	हरियाणा	26 जुलाई, 1995
1959-18 सितम्बर, 1993	देख पुर मंचुरी	असंध	करनाल	हरियाणा	26 जुलाई, 1995

573-26 फरवरी, 1994	शेख पुर मंचुरी	असंध	करनाल	हरियाणा	26 जुलाई, 1995
41-4 जनवरी, 1992	अलावला	असंध	करनाल	हरियाणा	7 अगस्त, 1995
1959-18 सितम्बर, 1993	अलावला	असंध	करनाल	हरियाणा	7 अगस्त, 1995
2235-23 अक्टूबर, 1993	अलावला	असंध	करनाल	हरियाणा	7 अगस्त, 1995
226-6 फरवरी, 1993	अलावला	असंध	करनाल	हरियाणा	7 अगस्त, 1995
2235-23 अक्टूबर, 1993	जलमाना	असंध	करनाल	हरियाणा	7 अगस्त, 1995
477-13 मार्च, 1993	जलमाना	असंध	करनाल	हरियाणा	7 अगस्त, 1995
41-4 जनवरी, 1992	करसा चोर	असंध	करनाल	हरियाणा	31 जुलाई, 1995
1959-18 सितम्बर, 1993	करसा चोर	असंध	करनाल	हरियाणा	31 जुलाई, 1995
227-6 फरवरी, 1993	करसा चोर	असंध	करनाल	हरियाणा	31 जुलाई, 1995
477-13 मार्च, 1993	करसा चोर	असंध	करनाल	हरियाणा	31 जुलाई, 1995
573-26 फरवरी, 1994	करसा चोर	असंध	करनाल	हरियाणा	31 जुलाई, 1995
2235-23 अक्टूबर, 1993	करसा चोर	असंध	करनाल	हरियाणा	31 जुलाई, 1995
41-4 जनवरी, 1992	खगसाना	असंध	करनाल	हरियाणा	22 जुलाई, 1995
2235-23 अक्टूबर, 1993	खगसाना	असंध	करनाल	हरियाणा	22 जुलाई, 1995
573-26 फरवरी, 1994	खगसाना	असंध	करनाल	हरियाणा	22 जुलाई, 1995
1959-18 सितम्बर, 1993	खगसाना	असंध	करनाल	हरियाणा	22 जुलाई, 1995
226-6 फरवरी, 1993	खगसाना	असंध	करनाल	हरियाणा	22 जुलाई, 1995
790-26 मार्च, 1994	खगसाना	असंध	करनाल	हरियाणा	22 जुलाई, 1995
36-4 जनवरी, 1992	कुताना	करनाल	करनाल	हरियाणा	8 अगस्त, 1995
1633-31 जुलाई, 1993	कुताना	करनाल	करनाल	हरियाणा	8 अगस्त, 1995
36-4 जनवरी, 1992	मुनक	करनाल	करनाल	हरियाणा	20 अगस्त, 1995
227-6 फरवरी, 1993	मुनक	करनाल	करनाल	हरियाणा	20 अगस्त, 1995
1137-29 मई, 1993	मुनक	करनाल	करनाल	हरियाणा	20 अगस्त, 1995
1633-31 जुलाई, 1993	मुनक	करनाल	करनाल	हरियाणा	20 अगस्त, 1995
226-6 फरवरी, 1993	मुनक	करनाल	करनाल	हरियाणा	20 अगस्त, 1995
476-13 मार्च, 1993	मुनक	करनाल	करनाल	हरियाणा	20 अगस्त, 1995
36-4 जनवरी, 1992	डाचर	करनाल	करनाल	हरियाणा	24 जुलाई, 1995
1633-31 जुलाई, 1993	डाचर	करनाल	करनाल	हरियाणा	24 जुलाई, 1995
1137-29 मई, 1993	डाचर	करनाल	करनाल	हरियाणा	24 जुलाई, 1995
227-6 फरवरी, 1993	डाचर	करनाल	करनाल	हरियाणा	24 जुलाई, 1995
573-26 फरवरी, 1994	डाचर	करनाल	करनाल	हरियाणा	24 जुलाई, 1995
788-26 मार्च, 1994	डाचर	करनाल	करनाल	हरियाणा	24 जुलाई, 1995

[सं० आर-31015/10/97-ओ०आर-1]

के०सी० कटोच, अवर सचिव

New Delhi, the 23rd October, 1997

S.O. 2783.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. and date as mentioned in the Schedule below issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), the Central Government acquired the right of user in the lands specified in the Schedule appended to that notification;

And whereas, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances, in the Indian Oil Corporation Limited;

And whereas, the competent authority has in consultation with the Indian Oil Corporation Limited made a report to the Central Government that the pipelines for the purpose of transport of Petroleum from Kardia in the State of Gujarat to Bhatinda in the State of Punjab has been laid in the said lands, so the operation may be terminated in respect of the lands the description of which in brief is specified in the Schedule annexed to this notification;

Now, therefore, as required under rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declare the dates mentioned in column 6 of the said Schedule as the date of termination of operation.

S.O. No. and Date	Name of Village	T insil	District	State	Date of Termination of operation
1	2	3	4	5	6
2014-25th September, 1993	Kheri Gulam Ali	Guhla	Kaithal	Haryana	29th April, 1995
206-18th January, 1992	Kheri Gulam Ali	Guhla	Kaithal	Haryana	29th April, 1995
1831-28th August, 1993	Kheri Gulam Ali	Guhla	Kaithal	Haryana	29th April, 1995
2232-23rd October, 1993	Kheri Gulam Ali	Guhla	Kaithal	Haryana	29th April, 1995
206-18th January, 1992	Umed Pur	Guhla	Kaithal	Haryana	23rd March, 1995
2232-23rd October, 1993	Umed Pur	Guhla	Kaithal	Haryana	23rd March, 1995
2014-25th September, 1993	Umed Pur	Guhla	Kaithal	Haryana	23rd March, 1995
206-18th January, 1992	Parbhawat	Guhla	Kaithal	Haryana	23rd March, 1995
2232-23rd October, 1993	Parbhawat	Guhla	Kaithal	Haryana	23rd March, 1995
2014-25th September, 1993	Parbhawat	Guhla	Kaithal	Haryana	23rd March, 1995
227-6th February, 1993	Parbhawat	Guhla	Kaithal	Haryana	23rd March, 1995
2232-23rd October, 1993	Janed Pur	Guhla	Kaithal	Haryana	21st March, 1995
574-26th February, 1994	Janed Pur	Guhla	Kaithal	Haryana	21st March, 1995
2014-25th September, 1993	Janed Pur	Guhla	Kaithal	Haryana	21st March, 1995
206-18th January, 1992	Ladaga Chakku	Guhla	Kaithal	Haryana	20th March, 1995
227-6th February, 1993	Ladaga Chakku	Guhla	Kaithal	Haryana	20th March, 1995
2014-25th September, 1993	Ladaga Chakku	Guhla	Kaithal	Haryana	20th March, 1995
2232-23rd October, 1993	Ladaga Chakku	Guhla	Kaithal	Haryana	20th March, 1995
1831-28th August, 1993	Ladaga Chakku	Guhla	Kaithal	Haryana	20th March, 1995
206-18th January, 1992	Taranwali	Guhla	Kaithal	Haryana	12th March, 1995
2014-25th September, 1993	Taranwali	Guhla	Kaithal	Haryana	12th March, 1995
2232-23rd October, 1993	Taranwali	Guhla	Kaithal	Haryana	12th March, 1995
227-6th February, 1993	Taranwali	Guhla	Kaithal	Haryana	12th March, 1995
226-6th February, 1993	Taranwali	Guhla	Kaithal	Haryana	12th March, 1995
2232-23rd October, 1993	Kasore	Guhla	Kaithal	Haryana	11th March, 1995
2014-25th September, 1993	Kasore	Guhla	Kaithal	Haryana	11th March, 1995
206-18th January, 1992	Kasore	Guhla	Kaithal	Haryana	11th March, 1995
226-6th February, 1993	Kasore	Guhla	Kaithal	Haryana	11th March, 1995
206-18th January, 1992	Pahar Pur	Guhla	Kaithal	Haryana	21st March, 1995
2232-23rd October, 1993	Mast Garn	Guhla	Kaithal	Haryana	16th March, 1995
40-4th January, 1992	Deeg	Kaithal	Kaithal	Haryana	28th July, 1995
1138-29th May, 1993	Deeg	Kaithal	Kaithal	Haryana	28th July, 1995
1959-18th September, 1993	Deeg	Kaithal	Kaithal	Haryana	28th July, 1995
478-13th March, 1993	Deeg	Kaithal	Kaithal	Haryana	28th July, 1995
573-26th February, 1994	Deeg	Kaithal	Kaithal	Haryana	28th July, 1995

1	2	3	4	5	6
40-4th January, 1992	Habri	Kaithal	Kaithal	Haryana	3rd August, 1995
1959-18th September, 1993	Habri	Kaithal	Kaithal	Haryana	3rd August, 1995
1138-29th May, 1993	Habri	Kaithal	Kaithal	Haryana	3rd August, 1995
478-13th March, 1993	Habri	Kaithal	Kaithal	Haryana	3rd August, 1995
40-4th January, 1992	Hajwana	Kaithal	Kaithal	Haryana	28th July, 1995
1959-18th September, 1993	Hajwana	Kaithal	Kaithal	Haryana	28th July, 1995
478-13th March, 1993	Hajwana	Kaithal	Kaithal	Haryana	28th July, 1995
1138-29th May, 1993	Hajwana	Kaithal	Kaithal	Haryana	28th July, 1995
478-13th March, 1993	Barsana	Kaithal	Kaithal	Haryana	15th July, 1995
40-4th January, 1992	Barsana	Kaithal	Kaithal	Haryana	15th July, 1995
1959-18th September, 1993	Barsana	Kaithal	Kaithal	Haryana	15th July, 1995
1138-29th May, 1993	Barsana	Kaithal	Kaithal	Haryana	15th July, 1995
1959-18th September, 1993	Th h Baraila	Kaithal	Kaithal	Haryana	14th July, 1995
40-4th January, 1992	Pundri	Kaithal	Kaithal	Haryana	10th July, 1995
1959-18th September, 1993	Pundri	Kaithal	Kaithal	Haryana	10th July, 1995
478-13th March, 1993	Pundri	Kaithal	Kaithal	Haryana	10th July, 1995
226-6th February, 1993	Pundri	Kaithal	Kaithal	Haryana	10th July, 1995
1959-18th September, 1993	Jatehri	Kaithal	Kaithal	Haryana	12th July, 1995
573-26th February, 1994	Jatehri	Kaithal	Kaithal	Haryana	12th July, 1995
40-4th January, 1992	Kakaut	Kaithal	Kaithal	Haryana	11th July, 1995
1959-18th September, 1993	Kakaut	Kaithal	Kaithal	Haryana	11th July, 1995
227-6th February, 1993	Kakaut	Kaithal	Kaithal	Haryana	11th July, 1995
478-13th March, 1993	Kakaut	Kaithal	Kaithal	Haryana	11th July, 1995
1959-18th September, 1993	Mundhri	Kaithal	Kaithal	Haryana	2nd June, 1995
40-4th January, 1992	Mundhri	Kaithal	Kaithal	Haryana	2nd June, 1995
478-13th March, 1993	Mundhri	Kaithal	Kaithal	Haryana	2nd June, 1995
226-6th February, 1993	Mundhri	Kaithal	Kaithal	Haryana	2nd June, 1995
1138-29th May, 1993	Mundhri	Kaithal	Kaithal	Haryana	2nd June, 1995
1959-18th September, 1993	Narar	Kaithal	Kaithal	Haryana	19th June, 1995
1138-29th May, 1993	Bhaini Majra	Kaithal	Kaithal	Haryana	19th June, 1995
1959-18th September, 1993	Bhaini Majra	Kaithal	Kaithal	Haryana	19th June, 1995
1138-29th May, 1993	Patti Kayath Seth	Kaithal	Kaithal	Haryana	5th July, 1995
1959-18th September, 1993	Patti Kayath Seth	Kaithal	Kaithal	Haryana	5th July, 1995
573-26th February, 1994	Patti Kayath Seth	Kaithal	Kaithal	Haryana	5th July, 1995
40-4th January, 1992	Kultaran	Kaithal	Kaithal	Haryana	2nd July, 1995
227-6th February, 1993	Kultaran	Kaithal	Kaithal	Haryana	2nd July, 1995
478-13th March, 1993	Kultaran	Kaithal	Kaithal	Haryana	2nd July, 1995
1959-18th September, 1993	Kultaran	Kaithal	Kaithal	Haryana	2nd July, 1995
40-4th January, 1992	Khanpur	Kaithal	Kaithal	Haryana	18th June, 1995
1138-29th May, 1993	Khanpur	Kaithal	Kaithal	Haryana	18th June, 1995
769-26th March, 1994	Khanpur	Kaithal	Kaithal	Haryana	18th June, 1995
1959-18th September, 1993	Patti Affgan	Kaithal	Kaithal	Haryana	16th June, 1995
478-13th March, 1993	Patti Affgan	Kaithal	Kaithal	Haryana	16th June, 1995
573-26th February, 1994	Patti Affgan	Kaithal	Kaithal	Haryana	16th June, 1995
40-4th January, 1992	Khurana	Kaithal	Kaithal	Haryana	16th June, 1995
1959-18th September, 1993	Khurana	Kaithal	Kaithal	Haryana	16th June, 1995
573-26th February, 1994	Khurana	Kaithal	Kaithal	Haryana	16th June, 1995
40-4th January, 1992	Siwan	Kaithal	Kaithal	Haryana	9th July, 1995
1959-18th September, 1993	Siwan	Kaithal	Kaithal	Haryana	9th July, 1995
1138-29th May, 1993	Siwan	Kaithal	Kaithal	Haryana	9th July, 1995
227-6th February, 1993	Siwan	Kaithal	Kaithal	Haryana	9th July, 1995
226-6th February, 1993	Siwan	Kaithal	Kaithal	Haryana	9th July, 1995
40-4th January, 1992	Pai	Kaithal	Kaithal	Haryana	14th July, 1995

1	2	3	4	5	6
1959-18th September, 1993	Pabana Hasan Pur	Assandh	Karnal	Haryana	20th August, 1995
573-26th February, 1994	Pabana Hasan Pur	Assandh	Karnal	Haryana	20th August, 1995
477-13th March, 1993	Pabana Hasan Pur	Assandh	Karnal	Haryana	20th August, 1995
41-4th January, 1992	Pabana Hasan Pur	Assandh	Karnal	Haryana	20th August, 1995
227-6th February, 1993	Pabana Hasan Pur	Assandh	Karnal	Haryana	20th August, 1995
2235-23rd October, 1993	Pabana Hasan Pur	Assandh	Karnal	Haryana	20th August, 1995
226-6th February, 1993	Pabana Hasan Pur	Assandh	Karnal	Haryana	20th August, 1995
41-4th January, 1992	Padha	Assandh	Karnal	Haryana	30th July, 1995
1959-18th September, 1993	Padha	Assandh	Karnal	Haryana	30th July, 1995
477-13th March, 1993	Padha	Assandh	Karnal	Haryana	30th July, 1995
226-6th February, 1993	Padha	Assandh	Karnal	Haryana	30th July, 1995
2235-23rd October, 1993	Padha	Assandh	Karnal	Haryana	30th July, 1995
227-6th February, 1993	Padha	Assandh	Karnal	Haryana	30th July, 1995
2235-23rd October, 1993	Kurlan	Assandh	Karnal	Haryana	26th July, 1995
1959-18th September, 1993	Kurlan	Assandh	Karnal	Haryana	26th July, 1995
41-4th January, 1992	Kurlan	Assandh	Karnal	Haryana	26th July, 1995
477-13th March, 1993	Kurlan	Assandh	Karnal	Haryana	26th July, 1995
41-4th January, 1992	Tharwa Majia	Assandh	Karnal	Haryana	26th July, 1995
1959-18th September, 1993	Tharwa Majia	Assandh	Karnal	Haryana	26th July, 1995
477-13th March, 1993	Tharwa Majia	Assandh	Karnal	Haryana	26th July, 1995
227-6th February, 1993	Tharwa Majia	Assandh	Karnal	Haryana	26th July, 1995
1959-18th September, 1993	Seikh Pur Manchuri	Assandh	Karnal	Haryana	26th July, 1995
573-26th February, 1994	Seikh Pur Manchuri	Assandh	Karnal	Haryana	26th July, 1995
41-4th January, 1992	Alawla	Assandh	Karnal	Haryana	7th August, 1995
1959-18th September, 1993	Alawla	Assandh	Karnal	Haryana	7th August, 1995
2235-23rd October, 1993	Alawla	Assandh	Karnal	Haryana	7th August, 1995
226-6th February, 1993	Alawla	Assandh	Karnal	Haryana	7th August, 1995
2235-23rd October, 1993	Jalmana	Assandh	Karnal	Haryana	7th August, 1995
477-13th March, 1993	Jalmana	Assandh	Karnal	Haryana	7th August, 1995
41-4th January, 1992	Karsa Chor	Assandh	Karnal	Haryana	31th July, 1995
1959-18th September, 1993	Karsa Chor	Assandh	Karnal	Haryana	31th July, 1995
227-6th February, 1993	Karsa Chor	Assandh	Karnal	Haryana	31th July, 1995
477-13th March, 1993	Karsa Chor	Assandh	Karnal	Haryana	31th July, 1995
573-26th February, 1994	Karsa Chor	Assandh	Karnal	Haryana	31th July, 1995
2235-23rd October, 1993	Karsa Chor	Assandh	Karnal	Haryana	31th July, 1995
41-4th January, 1992	Rugsana	Assandh	Karnal	Haryana	22th July, 1995
2235-23rd October, 1993	Rugsana	Assandh	Karnal	Haryana	22th July, 1995
573-26th February, 1994	Rugsana	Assandh	Karnal	Haryana	22th July, 1995
1959-18th September, 1993	Rugsana	Assandh	Karnal	Haryana	22th July, 1995
226-6th February, 1993	Rugsana	Assandh	Karnal	Haryana	22th July, 1995
790-26th March, 1994	Rugsana	Assandh	Karnal	Haryana	22th July, 1995
36-4th January, 1992	Kutana	Karnal	Karnal	Haryana	8th August, 1995
1633-31st July, 1993	Kutana	Karnal	Karnal	Haryana	8th August, 1995

1	2	3	4	5	6
36-4th January, 1992	Munak	Karnal	Karnal	Haryana	20th August, 1995
227-6th February, 1993	Munak	Karnal	Karnal	Haryana	20th August, 1995
1137-29th May, 1993	Munak	Karnal	Karnal	Haryana	20th August, 1995
1633-31st July, 1993	Munak	Karnal	Karnal	Haryana	20th August, 1995
226-6th February, 1993	Munak	Karnal	Karnal	Haryana	20th August, 1995
476-13th March, 1993	Munak	Karnal	Karnal	Haryana	20th August, 1995
36-4th January, 1992	Dachar	Karnal	Karnal	Haryana	24th July, 1995
1633-31st July, 1993	Dachar	Karnal	Karnal	Haryana	24th July, 1995
1137-29th May, 1993	Dachar	Karnal	Karnal	Haryana	24th July, 1995
227-6th February, 1993	Dachar	Karnal	Karnal	Haryana	24th July, 1995
573-26th February, 1994	Dachar	Karnal	Karnal	Haryana	24th July, 1995
788-26th March, 1994	Dachar	Karnal	Karnal	Haryana	24th July, 1995

[No. R-31015/10/97-OR-1]

K.C. KATOCH, Under Secy.

नई दिल्ली, 23 अक्टूबर, 1997

का.आ. 2784 :- केन्द्रीय सरकार ने पेट्रोलियम और खनिज पार्श्वलाभ (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस ब्यूरो को भेजे की गई अनुसूची में उल्लिखित तारीख की अधिसूचना सं. का.आ. द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था ;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त भूमियों में उपयोग का अधिकार जो सभी विवरणों से मुक्त है, इंडियन आयल कारपोरेशन लिमिटेड में निहित किया गया था ;

और सक्षम प्राधिकारी ने इंडियन आयल कारपोरेशन लिमिटेड से परामर्श करके केन्द्रीय सरकार को रिपोर्ट दे दी है कि पेट्रोलियम परिवहन के प्रयोजन के लिए गुजरात राज्य में कांडला से पंजाब राज्य में भटिंडा तक उक्त भूमियों में पार्श्वलाभ बिताई जा चुकी है, अतः उन भूमियों में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना की उपाखण्ड अनुसूची में विनिर्दिष्ट किया जाता है ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम पार्श्वलाभ (भूमि में उपयोग के अधिकार का अर्जन) नियम 1962 के नियम 4 के अधीन यथा अश्लेषित "प्रचालन की समाप्ति" की तारीख के रूप में उक्त अनुसूची के स्तम्भ 6 में उल्लिखित तारीखों की घोषणा करती है।

अनुसूची

का.आ.सं. व तारीख	गांव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
(1)	(2)	(3)	(4)	(5)	(6)
475-13 मार्च, 1993	बोधा	झज्जर	रोहतक	हरियाणा	3 मई, 1996
824-2 अप्रैल, 1994	बोधा	झज्जर	रोहतक	हरियाणा	3 मई, 1996
2544-27 नवम्बर, 1993	बोधा	झज्जर	रोहतक	हरियाणा	3 मई, 1996
2014-25 सितम्बर, 1993	बोधा	झज्जर	रोहतक	हरियाणा	3 मई, 1996
475-13 मार्च, 1993	एहरी	झज्जर	रोहतक	हरियाणा	30 अप्रैल, 1996
2544-27 नवम्बर, 1993	एहरी	झज्जर	रोहतक	हरियाणा	30 अप्रैल, 1996
2014-25 सितम्बर, 1993	एहरी	झज्जर	रोहतक	हरियाणा	30 अप्रैल, 1996
3551-31 दिसम्बर, 1994	एहरी	झज्जर	रोहतक	हरियाणा	30 अप्रैल, 1996

[illegible]

1	2	3	4	5	6
3551-31 दिसम्बर, 1994	चांदा वास	रेवाड़ी	रेवाड़ी	हरियाणा	24 मई, 1996
479-13 मार्च, 1993	भुवपुर	रेवाड़ी	रेवाड़ी	हरियाणा	24 मई, 1996
2014-25 सितम्बर, 1993	भुवपुर	रेवाड़ी	रेवाड़ी	हरियाणा	24 मई, 1996
824-2 अप्रैल, 1994	भुवपुर	रेवाड़ी	रेवाड़ी	हरियाणा	24 मई, 1996
2545-27 नवम्बर, 1993	भुवपुर	रेवाड़ी	रेवाड़ी	हरियाणा	24 मई, 1996
825-2 अप्रैल, 1994	भुवपुर	रेवाड़ी	रेवाड़ी	हरियाणा	24 मई, 1996
479-13 मार्च, 1993	गोकल गढ़	रेवाड़ी	रेवाड़ी	हरियाणा	22 मई, 1996
2014-25 सितम्बर, 1993	गोकल गढ़	रेवाड़ी	रेवाड़ी	हरियाणा	22 मई, 1996
479-13 मार्च, 1993	आसपुर	रेवाड़ी	रेवाड़ी	हरियाणा	23 मई, 1996
2545-27 नवम्बर, 1993	आसपुर	रेवाड़ी	रेवाड़ी	हरियाणा	23 मई, 1996
479-13 मार्च, 1993	गिबोखर	रेवाड़ी	रेवाड़ी	हरियाणा	21 मई, 1996
2545-27 नवम्बर, 1993	गिबोखर	रेवाड़ी	रेवाड़ी	हरियाणा	21 मई, 1996
502-22 फरवरी, 1997	गिबोखर	रेवाड़ी	रेवाड़ी	हरियाणा	21 मई, 1996
3551-31 दिसम्बर, 1994	गिबोखर	रेवाड़ी	रेवाड़ी	हरियाणा	21 मई, 1996
479-13 मार्च, 1993	निमाना	रेवाड़ी	रेवाड़ी	हरियाणा	8 मई, 1996
502-22 फरवरी, 1997	निमाना	रेवाड़ी	रेवाड़ी	हरियाणा	8 मई, 1996
3551-31 दिसम्बर, 1994	निमाना	रेवाड़ी	रेवाड़ी	हरियाणा	8 मई, 1996
479-13 मार्च, 1993	वीकानेर	रेवाड़ी	रेवाड़ी	हरियाणा	6 मई, 1996
479-13 मार्च, 1993	शेखपुरा शिकारपुर	रेवाड़ी	रेवाड़ी	हरियाणा	21 मई, 1996
2545-27 नवम्बर, 1993	शेखपुरा शिकारपुर	रेवाड़ी	रेवाड़ी	हरियाणा	21 मई, 1996
479-13 मार्च, 1993	मुस्तफापुर	रेवाड़ी	रेवाड़ी	हरियाणा	19 मई, 1996
3551-31 दिसम्बर, 1994	मुस्तफापुर	रेवाड़ी	रेवाड़ी	हरियाणा	19 मई, 1996
479-13 मार्च, 1993	टेहना दीपालपुर	रेवाड़ी	रेवाड़ी	हरियाणा	18 मई, 1996
479-13 मार्च, 1993	रोहड़ाई	रेवाड़ी	रेवाड़ी	हरियाणा	17 मई, 1996
2545-27 नवम्बर, 1993	रोहड़ाई	रेवाड़ी	रेवाड़ी	हरियाणा	17 मई, 1996
479-13 मार्च, 1993	रोहड़ाई	रेवाड़ी	रेवाड़ी	हरियाणा	17 मई, 1996
2014-25 सितम्बर, 1993	रोहड़ाई	रेवाड़ी	रेवाड़ी	हरियाणा	17 मई, 1996
3551-31 दिसम्बर, 1994	रोहड़ाई	रेवाड़ी	रेवाड़ी	हरियाणा	17 मई, 1996
502-22 फरवरी, 1997	रोहड़ाई	रेवाड़ी	रेवाड़ी	हरियाणा	17 मई, 1996
479-13 मार्च, 1993	बाव बसोला	रेवाड़ी	रेवाड़ी	हरियाणा	17 मई, 1996
479-13 मार्च, 1993	रसूलपुर	रेवाड़ी	रेवाड़ी	हरियाणा	14 मई, 1996
479-13 मार्च, 1993	पाहलावास	रेवाड़ी	रेवाड़ी	हरियाणा	13 मई, 1996
2545-27 नवम्बर, 1993	पाहलावास	रेवाड़ी	रेवाड़ी	हरियाणा	13 मई, 1996
479-13 मार्च, 1993	चांग	रेवाड़ी	रेवाड़ी	हरियाणा	10 मई, 1996
2545-27 नवम्बर, 1993	चांग	रेवाड़ी	रेवाड़ी	हरियाणा	10 मई, 1996
1248-6 मई, 1995	चांग	रेवाड़ी	रेवाड़ी	हरियाणा	10 मई, 1996
2545-27 नवम्बर, 1993	पहराज वास	रेवाड़ी	रेवाड़ी	हरियाणा	9 मई, 1996
824-2 अप्रैल, 1994	पहराज वास	रेवाड़ी	रेवाड़ी	हरियाणा	9 मई, 1996
3551-31 दिसम्बर, 1994	पहराज वास	रेवाड़ी	रेवाड़ी	हरियाणा	9 मई, 1996
479-13 मार्च, 1993	गोराबड़ा	रेवाड़ी	रेवाड़ी	हरियाणा	11 मई, 1996
3551-31 दिसम्बर, 1994	गोराबड़ा	रेवाड़ी	रेवाड़ी	हरियाणा	11 मई, 1996
479-13 मार्च, 1993	हंसा वास	रेवाड़ी	रेवाड़ी	हरियाणा	7 मई, 1996
2014-25 सितम्बर, 1993	हंसा वास	रेवाड़ी	रेवाड़ी	हरियाणा	7 मई, 1996
479-13 मार्च, 1993	गांदला	रेवाड़ी	रेवाड़ी	हरियाणा	6 मई, 1996
479-13 मार्च, 1993	काहूरोरा	रेवाड़ी	रेवाड़ी	हरियाणा	6 मई, 1996

1	2	3	4	5	6
2545-27 नवम्बर, 1993	काहनारी	रेवाड़ी	रेवाड़ी	हरियाणा	6 मई, 1996
479-13 मार्च, 1993	काहनोरी	रेवाड़ी	रेवाड़ी	हरियाणा	5 मई, 1996
2545-27 नवम्बर, 1993	काहनोरी	रेवाड़ी	रेवाड़ी	हरियाणा	5 मई, 1996
2014-25 सितम्बर, 1993	काहनोरी	रेवाड़ी	रेवाड़ी	हरियाणा	5 मई, 1996
3551-31 दिसम्बर, 1994	काहनोरी	रेवाड़ी	रेवाड़ी	हरियाणा	5 मई, 1996
479-13 मार्च, 1993	राम पुरा	रेवाड़ी	रेवाड़ी	हरियाणा	26 मई, 1996
37-4 जनवरी, 1992	अक्बर पुर	रेवाड़ी	रेवाड़ी	हरियाणा	1 जून, 1996
825-2 अप्रैल, 1994	गोलियाका	रेवाड़ी	रेवाड़ी	हरियाणा	3 जून, 1996
825-2 अप्रैल, 1994	नंगली रोधा	रेवाड़ी	रेवाड़ी	हरियाणा	31 मई, 1996
825-2 अप्रैल, 1994	दान आलम पुर	रेवाड़ी	रेवाड़ी	हरियाणा	30 मई, 1996
825-2 अप्रैल, 1994	ठोठ बालका	रेवाड़ी	रेवाड़ी	हरियाणा	26 जुलाई, 1996
3551-31 दिसम्बर, 1994	ठोठ बालका	रेवाड़ी	रेवाड़ी	हरियाणा	26 जुलाई, 1996
472-13 मार्च, 1993	खण्डोरा	बावल	रेवाड़ी	हरियाणा	17 दिसम्बर, 1996
2541-27 नवम्बर, 1993	खण्डोरा	बावल	रेवाड़ी	हरियाणा	17 दिसम्बर, 1996
502-22 फरवरी, 1997	खण्डोरा	बावल	रेवाड़ी	हरियाणा	17 दिसम्बर, 1996
472-13 मार्च, 1993	टांकरी	बावल	रेवाड़ी	हरियाणा	7 जून, 1996
2014-25 सितम्बर, 1993	टांकरी	बावल	रेवाड़ी	हरियाणा	7 जून, 1996
824-2 अप्रैल, 1994	टांकरी	बावल	रेवाड़ी	हरियाणा	7 जून, 1996
2541-27 नवम्बर, 1993	टांकरी	बावल	रेवाड़ी	हरियाणा	7 जून, 1996
472-13 मार्च, 1993	नरसिंह पुर गढ़ी	बावल	रेवाड़ी	हरियाणा	6 जून, 1996
472-13 मार्च, 1993	धारण	बावल	रेवाड़ी	हरियाणा	18 दिसम्बर, 1995
824-2 अप्रैल, 1994	धारण	बावल	रेवाड़ी	हरियाणा	18 दिसम्बर, 1996
1134-14 मई, 1994	धारण	बावल	रेवाड़ी	हरियाणा	18 दिसम्बर, 1996
472-13 मार्च, 1993	वीर बाल	बावल	रेवाड़ी	हरियाणा	10 जून, 1996
39-4 जनवरी, 1992	प्रागपुरा	बावल	रेवाड़ी	हरियाणा	11 जून, 1996
825-2 अप्रैल, 1994	प्रागपुरा	बावल	रेवाड़ी	हरियाणा	11 जून, 1996
1829-28 अगस्त, 1993	मुलखा	बावल	रेवाड़ी	हरियाणा	11 जून, 1996
39-4 जनवरी, 1992	मुलखा	बावल	रेवाड़ी	हरियाणा	11 जून, 1996
2541-27 नवम्बर, 1993	मुलखा	बावल	रेवाड़ी	हरियाणा	11 जून, 1996
2014-25 सितम्बर, 1993	मुलखा	बावल	रेवाड़ी	हरियाणा	11 जून, 1996
227-6 फरवरी, 1993	मुलखा	बावल	रेवाड़ी	हरियाणा	11 जून, 1996
825-2 अप्रैल, 1994	मुलखा	बावल	रेवाड़ी	हरियाणा	11 जून, 1996
2014-25 सितम्बर, 1993	भदराना	बावल	रेवाड़ी	हरियाणा	10 जून, 1996
39-4 जनवरी, 1992	भदराना	बावल	रेवाड़ी	हरियाणा	10 जून, 1996
227-6 फरवरी, 1993	भदराना	बावल	रेवाड़ी	हरियाणा	10 जून, 1996
2014-25 सितम्बर, 1993	भदराना	बावल	रेवाड़ी	हरियाणा	10 जून, 1996
472-13 मार्च, 1993	भदराना	बावल	रेवाड़ी	हरियाणा	10 जून, 1996
825-2 अप्रैल, 1994	भदराना	बावल	रेवाड़ी	हरियाणा	10 जून, 1996

[सं० आर०-31015/11/97-ओ०आर०-1]

के०सी० कटोच, अवर सचिव

New Delhi, the 23rd October, 1997

S.O. 2784.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No., S.O. and date as mentioned in the Schedule below issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the right of user in the lands specified in the Schedule appended to that notification;

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And whereas, in exercise of the powers conferred by sub-section (4) of section-6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances, in the Indian Oil Corporation Limited;

And whereas, the Competent Authority has in consultation with the Indian Oil Corporation Limited made a report to the Central Government that the pipelines for the purpose of transport of Petroleum from Kandla in State of Gujarat to Bhatinda in the State of Punjab has been laid in the said lands, so the operation may be terminated in respect of the lands the description of which in brief is specified in the Schedule annexed to this notification.

Now, therefore, as required under rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declare the dates mentioned in column 6 of the said Schedule as the date of termination of operation.

SCHEDULE

S O. No. & Date	Name of Village	Tehsil	District	State	Date of Termination of operation
1	2	3	4	5	6
475-13th March, 1993	Koka	Jhajjar	Rohtak	Haryana	3rd May, 1996
824-2nd April, 1994	Koka	Jhajjar	Rohtak	Haryana	3rd May, 1996
2544-27th November, 1993	Koka	Jhajjar	Rohtak	Haryana	3rd May, 1996
2014-25th September, 1993	Koka	Jhajjar	Rohtak	Haryana	3rd May, 1996
475-13th March, 1993,	Ahri	Jhajjar	Rohtak	Haryana	30th April, 1996
2544-27th November, 1993	Ahri	Jhajjar	Rohtak	Haryana	30th April, 1996
2014-25th September, 1993	Ahri	Jhajjar	Rohtak	Haryana	30th April, 1996
3551-31st December, 1994	Ahri	Jhajjar	Rohtak	Haryana	30th April, 1996
475-13th March, 1993	Aasadpur Khera	Jhajjar	Rohtak	Haryana	23rd April, 1996
2544-27th November, 1993	Aasadpur Khera	Jhajjar	Rohtak	Haryana	23rd April, 1996
2014-25th September 1993	Aasadpur Khera	Jhajjar	Rohtak	Haryana	23rd April, 1996
37-4th January, 1992	Jetrawas	Rewari	Rewari	Haryana	21st January, 1996
479-13th March, 1993	Jetrawas	Rewari	Rewari	Haryana	21st January, 1996
2545-27th November, 1993	Jetrawas	Rewari	Rewari	Haryana	21st January, 1996
2014-25th September, 1993	Jetrawas	Rewari	Rewari	Haryana	21st January, 1996
37-4th January, 1992	Bharawas	Rewari	Rewari	Haryana	1st June, 1996
226-6th February, 1993	Bharawas	Rewari	Rewari	Haryana	1st June, 1996
479-13th March, 1993	Bharawas	Rewari	Rewari	Haryana	1st June, 1996
824-2nd April, 1994	Bharawas	Rewari	Rewari	Haryana	1st June, 1996
2545-27th November, 1993	Bharawas	Rewari	Rewari	Haryana	1st June, 1996
1134-14th May, 1994	Bharawas	Rewari	Rewari	Haryana	1st June, 1996
1830-28th August, 1993	Bharawas	Rewari	Rewari	Haryana	1st June, 1996
2014-25th September, 1993	Bharawas	Rewari	Rewari	Haryana	1st June, 1996
825-2nd April, 1994	Bharawas	Rewari	Rewari	Haryana	1st June, 1996
479-13th March, 1993	Aasaka	Rewari	Rewari	Haryana	20th January, 1996
2545-27th November, 1993	Aasaka	Rewari	Rewari	Haryana	20th January, 1996
37-4th January, 1992	Bhamwari	Rewari	Rewari	Haryana	21st October, 1995
2014-25th September, 1993	Bhamwari	Rewari	Rewari	Haryana	21st October, 1995
226-6th February, 1993	Bhamwari	Rewari	Rewari	Haryana	21st October, 1995
37-4th January, 1992	Jatuwas	Rewari	Rewari	Haryana	19th October, 1995
479-13th March, 1993	Jatuwas	Rewari	Rewari	Haryana	19th October, 1995
2014-25th September, 1993	Jatuwas	Rewari	Rewari	Haryana	19th October, 1995
2014-25th September, 1993	Daliaki	Rewari	Rewari	Haryana	29th May, 1996
37-4th January, 1992	Daliaki	Rewari	Rewari	Haryana	29th May, 1996
825-2nd April, 1994	Daliaki	Rewari	Rewari	Haryana	29th May, 1996
479-13th March, 1993	Husanpur	Rewari	Rewari	Haryana	28th May, 1996

1	2	3	4	5	6
2545-27 November, 1993	Husanpur	Rewari	Rewari	Haryana	28th May, 1996
2014-25 September, 1993	Husanpur	Rewari	Rewari	Haryana	28th May, 1996
37-4th January, 1992	Husanpur	Rewari	Rewari	Haryana	28th May, 1996
502-22nd February, 1997	Husanpur	Rewari	Rewari	Haryana	28th May, 1996
3551-31st December, 1994	Husanpur	Rewari	Rewari	Haryana	28th May, 1996
825-2nd April, 1994	Husanpur	Rewari	Rewari	Haryana	28th May, 1996
479-13th March, 1993	Kutabpur Mola	Rewari	Rewari	Haryana	26th May, 1996
2014-25th September, 1993	Kutabpur Mola	Rewari	Rewari	Haryana	26th May, 1996
502-22nd February, 1997	Kutabpur Mola	Rewari	Rewari	Haryana	26th May, 1996
3551-31st December, 1994	Kutabpur Mola	Rewari	Rewari	Haryana	26th May, 1996
479-13th March, 1993	Kana Majra	Rewari	Rewari	Haryana	26th May, 1996
2014-25th September, 1993	Kana Majra	Rewari	Rewari	Haryana	26th May, 1996
1134-14th May, 1994	Kana Majra	Rewari	Rewari	Haryana	26th May, 1996
502-22nd February, 1997	Kana Majra	Rewari	Rewari	Haryana	26th May, 1996
3551-31st December, 1994	Kana Majra	Rewari	Rewari	Haryana	26th May, 1996
479-13th March, 1993	Chandawas	Rewari	Rewari	Haryana	24th May, 1996
1134-14th May, 1994	Chandawas	Rewari	Rewari	Haryana	24th May, 1996
2014-25th September, 1993	Chandawas	Rewari	Rewari	Haryana	24th May, 1996
3551-31st December, 1994	Chandawas	Rewari	Rewari	Haryana	24th May, 1996
479-13th March, 1993	Bhudpur	Rewari	Rewari	Haryana	24th May, 1996
2014-25th September, 1993	Bhudpur	Rewari	Rewari	Haryana	24th May, 1996
824-2nd April, 1994	Bhudpur	Rewari	Rewari	Haryana	24th May, 1996
2545-27th November, 1993	Bhudpur	Rewari	Rewari	Haryana	24th May, 1996
825-2nd April, 1994	Bhudpur	Rewari	Rewari	Haryana	24th May, 1996
479-13th March, 1993	Gokal Garh	Rewari	Rewari	Haryana	22nd May, 1996
2014-25th September, 1993	Gokal Garh	Rewari	Rewari	Haryana	22nd May, 1996
479-13th March, 1993	Aaspur	Rewari	Rewari	Haryana	23rd May, 1996
2545-27th November, 1993	Aaspur	Rewari	Rewari	Haryana	23rd May, 1996
479-13th March, 1993	Gindokhar	Rewari	Rewari	Haryana	21st May, 1996
2545-27th November, 1993	Gindokhar	Rewari	Rewari	Haryana	21st May, 1996
502-22nd February, 1997	Gindokhar	Rewari	Rewari	Haryana	21st May, 1996
3551-31st December, 1994	Gindokhar	Rewari	Rewari	Haryana	21st May, 1996
479-13th March, 1993	Lisana	Rewari	Rewari	Haryana	8th May, 1996
502-22nd February, 1997	Lisana	Rewari	Rewari	Haryana	8th May, 1996
3551-31st December, 1994	Lisana	Rewari	Rewari	Haryana	8th May, 1996
479-13th March, 1993	Bikaner	Rewari	Rewari	Haryana	8th May, 1996
479-13th March, 1993	Shekhpur	Rewari	Rewari	Haryana	21st May, 1996
	Shikarpur				
2545-27th November, 1993	Shekhpur	Rewari	Rewari	Haryana	21st May, 1996
	Shikarpur				
479-13th March, 1993	Mustafapur	Rewari	Rewari	Haryana	19th May, 1996
3551-31st December, 1994	Mustafapur	Rewari	Rewari	Haryana	19th May, 1996
479-12th March, 1993	Tehna Depalpur	Rewari	Rewari	Haryana	18th May, 1996
479-13th March, 1993	Rohrai	Rewari	Rewari	Haryana	17th May, 1996
2545-27th November, 1993	Rohrai	Rewari	Rewari	Haryana	17th May, 1996
479-13th March, 1993	Rohrai	Rewari	Rewari	Haryana	17th May, 1996
2014-25th September, 1993	Rohrai	Rewari	Rewari	Haryana	17th May, 1996
3551-31st December, 1994	Rohrai	Rewari	Rewari	Haryana	17th May, 1996
502-22nd February, 1997	Rohrai	Rewari	Rewari	Haryana	17th May, 1996
479-13th March, 1993	Badh Basota	Rewari	Rewari	Haryana	17th May, 1996
479-13th March, 1993	Rasulpur	Rewari	Rewari	Haryana	14th May, 1996
479-13th March, 1993	Pahlawas	Rewari	Rewari	Haryana	13th May, 1996
2545-27th November, 1993	Pahlawas	Rewari	Rewari	Haryana	13th May, 1996
479-13th March, 1993	Chang	Rewari	Rewari	Haryana	10th May, 1996

1	2	3	4	5	6
2545-27th November, 1993	Chang	Rewari	Rewari	Haryana	10th May, 1996
1248-6th May, 1995	Chang	Rewari	Rewari	Haryana	10th May, 1996
2545-27th November, 1993	Pehrajwas	Rewari	Rewari	Haryana	9th May, 1996
824-2nd April, 1994	Pehrajwas	Rewari	Rewari	Haryana	9th May, 1996
3551-31st, December, 1994	Pehrajwas	Rewari	Rewari	Haryana	9th May, 1996
479-13th March, 1993	Gorawra	Rewari	Rewari	Haryana	11th May, 1996
3551-31st December, 1994	Gorawra	Rewari	Rewari	Haryana	11th May, 1996
479-13th March, 1993	Hansawas	Rewari	Rewari	Haryana	7th May, 1996
2014-25th September, 1993	Hansawas	Rewari	Rewari	Haryana	7th May, 1996
479-13th March, 1993	Gandla	Rewari	Rewari	Haryana	6th May, 1996
479-13th March, 1993	Kannora	Rewari	Rewari	Haryana	6th May, 1996
2545-27th November, 1993	Kannora	Rewari	Rewari	Haryana	6th May, 1996
479-13th March, 1993	Kahnori	Rewari	Rewari	Haryana	5th May, 1996
2545-27th November, 1993	Kahnori	Rewari	Rewari	Haryana	5th May, 1996
2014-25th September, 1993	Kahnori	Rewari	Rewari	Haryana	5th May, 1996
3551-31st December, 1994	Kahnori	Rewari	Rewari	Haryana	5th May, 1996
479-13th March, 1993	Rampura	Rewari	Rewari	Haryana	26th May, 1996
37-4th January, 1992	Akbarpur	Rewari	Rewari	Haryana	1st June, 1996
825-2nd April, 1994	Goliaka	Rewari	Rewair	Haryana	3rd June, 1996
825-2nd April, 1994	Nangli Godha	Rewari	Rewari	Haryana	31st May, 1996
825-2nd April, 1994	Dan Alampur	Rewari	Rewari	Haryana	30th May, 1996
825-2nd April, 1994	Thoth Balka	Rewari	Rewari	Haryana	26th July, 1996
3551-31st December, 1994	Thoth Balka	Rewari	Rewari	Haryana	26th July, 1996
472-13th March, 1993	Khandora	Bawal	Rewari	Haryana	17th December, 1996
2541-27th November, 1993	Khandora	Bawal	Rewari	Haryana	17th December, 1996
502-22nd February, 1997	Khandora	Bawal	Rewari	Haryana	17th December, 1996
472-13th March, 1993	Tankri	Bawal	Rewari	Haryana	7th June, 1996
2014-25th September, 1993	Tankri	Bawal	Rewari	Haryana	7th June 1996
824-2nd April, 1994	Tankri	Bawal	Rewari	Haryana	7th June, 1986
2541-27th November, 1993	Tankri	Bawal	Rewari	Haryana	7th June, 1996
472-13th March, 1993	Narsinghpur Garhi	Bawal	Rewari	Haryana	6th June, 1996
472-13th March, 1993	Dharan	Bawal	Rewari	Haryana	18th December, 1996
824-2nd April, 1994	Dharan	Bawal	Rewari	Haryana	18th December, 1996
1134-14th May, 1994	Dharan	Bawal	Rewari	Haryana	18th December, 1996
472-13th March, 1993	Barwal	Bawal	Rewari	Haryana	10th June, 1996
39-4th January, 1992	Pragpura	Bawal	Bawari	Haryana	11th June, 1996
825-2nd April, 1994	Pragpura	Bawal	Rewari	Haryana	11th June, 1996
1829-28th August, 1993	Sulkha	Bawal	Rewari	Haryana	11th June, 1996
39-4th January, 1992	Sulkha	Bawal	Rewari	Haryana	11th June, 1996
2541-27th November, 1993	Sulkha	Bawal	Rewari	Haryana	11th June, 1996
2014-25th September, 1993	Sulkha	Bawal	Rewari	Haryana	11th June, 1996
227-6th February, 1993	Sulkha	Bawal	Rewari	Haryana	11th June, 1996
825-2nd April, 1994	Sulkha	Bawal	Rewari	Haryana	11th June, 1996
2014-25th September, 1993	Bhadrana	Bawal	Rewari	Haryana	10th June, 1996
39-4th January, 1992	Bhadrana	Bawal	Rewari	Haryana	10th June, 1996
227-6th February, 1993	Bhadrana	Bawal	Rewari	Haryana	10th June, 1996
2014-25th September, 1993	Bhadrana	Bawal	Rewari	Haryana	10th June, 1996
472-13th March, 1993	Bhadrana	Bawal	Rewari	Haryana	10th June, 1996
825-2nd April, 1994	Bhadrana	Bawal	Rewari	Haryana	10th June, 1996

[No. R-31015/11/97-OR-I]
K.C. KATOCH, Under Secy.

नई दिल्ली, 23 अक्टूबर, 1997

का.आ. 2785:—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गयी अनुसूची में यथा उल्लिखित तारीख की अधिसूचना सं. का.आ. द्वारा उस अधिनियम से संलग्न अनुसूची में विनिर्दिष्ट भूमि के अधिकार का अर्जन किया था ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त भूमियों में उपयोग का अधिकार जो सभी विल्लंगनों से मुक्त है, इंडियन आयल कारपोरेशन लिमिटेड में निहित किया था ;

और सक्षम प्राधिकारी ने इंडियन आयल कारपोरेशन लिमिटेड से परामर्श करके केन्द्रीय सरकार को रिपोर्ट दे दी है कि पेट्रोलियम परिवहन परियोजना के लिए गुजरात राज्य में सिद्धपुर से गुजरात राज्य में शेरपुरा तक उक्त भूमियों में पाइपलाइनें बिछाई जा चुकी है, अतः इन भूमियों में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना की उपाबद्ध अनुसूची में विनिर्दिष्ट किया जाता है ।

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम 1963 के नियम 4 के अधीन यथा अपेक्षित प्रचालन की समाप्ति की तारीख के रूप में उक्त अनुसूची के स्तम्भ 6 में उल्लिखित तारीखें अधिसूचित करती है।

अनुसूची

का. आ. सं. व तारीख	गांव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख	
1	2	3	4	5	6	
2430	13-11-93	सेनीवाडा	वडगाम	वनासकांठा	गुजरात	15-3-97
2430	13-11-93	रजोसणा	वडगाम	वनासकांठा	गुजरात	11-3-97
2430	13-11-93	छापी	वडगाम	वनासकांठा	गुजरात	14-3-97
2430	13-11-93	माही	वडगाम	वनासकांठा	गुजरात	12-3-97
2430	13-11-93	भरकावाडा	वडगाम	वनासकांठा	गुजरात	12-3-97
2430	13-11-93	शेरपुरा	वडगाम	वनासकांठा	गुजरात	12-3-97
2430	13-11-93	मजादर	वडगाम	वनासकांठा	गुजरात	15-2-97

[सं. आर-31015/13/97-ओ. आर.-I]

के. सी. कटोच, अवर सचिव

New Delhi, the 23rd October, 1997

S.O. 2785:—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. and date as mentioned in the Scheduled below issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Lands Act 1962 (50 of 1962), the Central Government acquired the right of user in the lands specified in the Scheduled appended to that notification ;

And whereas, in exercise of the powers conferred by sub-section (4) section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances in the Indian Oil Corporation Limited;

And whereas, the competent authority has in consultation with the Indian Oil Corporation Limited made a report to the Central Government that the pipelines for the purposes of transport of Petroleum from Sidhpur in the State of Gujarat to Sherpura in the State of Gujarat has been laid in the said lands, so the operation may be terminated in respect of the lands the description of which brief is specified in the Scheduled annexed to this notification;

Now, therefore, as required under rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby notify the dates mentioned in column 6 of the Schedule as the date of termination of operation.

SCHEDULE

S.O. No. & Date	Name of Village	Tehsil	District	State	Date of Termination of operation
1	2	3	4	5	6
2430 13-11-93	Tenivada	Vadgam	Banaskantha	Gujarat	15-3-97
2430 13-11-93	Rajosana	Vadgam	Banaskantha	Gujarat	11-3-97
2430 13-11-93	Chhapi	Vadgam	Banaskantha	Gujarat	14-3-97
2430 13-11-93	Mahi	Vadgam	Banaskantha	Gujarat	12-3-97
2430 13-11-93	Bharkawada	Vadgam	Banaskantha	Gujarat	12-3-97
2430 13-11-93	Sherpura	Vadgam	Banaskantha	Gujarat	12-3-97
2430 13-11-93	Majadar	Vadgam	Banaskantha	Gujarat	15-2-97

[No. R-31015/13/97-OR-I]

K. C. KATOCH, Under Secy.

नई दिल्ली, 23 अक्टूबर, 1997

का.आ. 2786:—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गयी अनुसूची में यथा उल्लिखित तारीख की अधिसूचना सं. का.आ. द्वारा उस अधिनियम से संलग्न अनुसूची में विनिर्दिष्ट भूमि के उपयोग के अधिकार का अर्जन किया था;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त भूमियों में उपयोग का अधिकार जो सभी विलंगनों से मुक्त है, इंडियन आयल कारपोरेशन लिमिटेड में निहित किया था;

और सक्षम प्राधिकारी ने इंडियन आयल कारपोरेशन लिमिटेड से परामर्श करके केन्द्रीय सरकार को रिपोर्ट दे दी है कि पेट्रोलियम परिवहन के परियोजना के लिए गुजरात राज्य में सिद्धपुर से गुजरात राज्य में शेखपुरा तक उक्त भूमियों में पाइपलाइनों बिछाई जा चुकी हैं, अतः इन नियमों में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना की उपाबद्ध अनुसूची में विनिर्दिष्ट किया जाता है।

अतः, अब केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग का अधिकार का अर्जन) नियम 1963 के नियम 4 के अधीन यथा अपेक्षित प्रचालन की समाप्ति की तारीख के रूप में उक्त अनुसूची के स्वयं 6 में उल्लिखित तारीख अधिसूचित करती है।

अनुसूची

का.आ. सं. व तारीख	गांव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6
2429 13-11-93	मुजानपुर	सिद्धपुर	मेहसाणा	गुजरात	05-3-97
2429 13-11-93	सिद्धपुर	सिद्धपुर	मेहसाणा	गुजरात	04-3-97

[सं. आर-31015/13/97-ओ.आर.-I]

के.सी. कटोच, अवसर सचिव

New Delhi the 23rd October, 1997

S.O. 2786.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. and date as mentioned in the Schedule below issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquired the right of user in the lands specified in the Schedule appended to that notification;

And whereas, in exercise of the powers conferred by sub-section (4) of section-6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances, in the Indian Oil Corporation Limited;

And whereas, the competent authority has in consultation with the Indian Oil Corporation Limited made a report to the Central Government that the pipelines for the purpose of transport of Petroleum, from Sidhpur in the State of Gujarat to Sherpura in the State of Gujarat has been laid in the said lands so the operation may be terminated in respect of the lands the description of which in brief is specified in the Schedule annexed to this notification;

Now, therefore, as required under rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby notify the dates mentioned in column 6 of the Schedule as the date of termination of operation.

SCHEDULE

S.O. No. & Date	Name of Village	Tehsil	District	State	Date of Termination of operation
1	2	3	4	5	6
2429 13-11-93	Sujanpur	Sidhpur	Mehsana	Gujarat	05-3-97
2429 13-11-93	Sidhpur	Sidhpur	Mehsana	Gujarat	04-3-97

[No.R-31015/13/97-OR-1]

[

K. C. KATOCH, Under Secy.

शहरी कार्य और रोजगार मंत्रालय
(शहरी विकास विभाग)
(दिल्ली प्रभाग)

नई दिल्ली, 13 अक्तूबर, 1997

का.आ. 2787:—यतः निम्नांकित क्षेत्रों के बारे में कुछ संशोधन, जिन्हें केन्द्रीय सरकार अधोवर्णित क्षेत्रों के बारे में दिल्ली वृहद् योजना/क्षेत्रीय विकास योजना में प्रस्तावित करती है तथा जो दिल्ली विकास अधिनियम, 1956 (1957 का 61) की धारा 44 के प्रावधानों के अनुसार दिनांक 27-5-96 के नोटिस सख्या एफ 20(18)/95-एम पी द्वारा प्रकाशित किए गए थे जिसमें उक्त अधिनियम की धारा 11-ए की उप-धारा (3) में अपेक्षित आपात्तियों/मुद्दाव, उक्त नोटिस की तारीख के 30 दिन की अवधि में आमंत्रित किए गए थे।

यतः प्रस्तावित संशोधन के बारे में एक आपात्ति/मुद्दाव प्राप्त हुआ है और यतः केन्द्र सरकार ने मामले के सभी पहलुओं पर ध्यानपूर्वक विचार करने के बाद वृहद् योजना में संशोधन करने का निर्णय लिया है।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 11-ए की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख में दिल्ली को उक्त वृहद् योजना में एतद्वाशा निम्नलिखित संशोधन करती है :—
संशोधन :—

नरेला उप नगर परियोजना चरण-I में लगभग 21 हेक्टर (520 एकड़) का क्षेत्र जो :—

- उत्तर में प्रस्तावित 80 मीटर चौड़ी सड़क
- पश्चिम में 40 मीटर चौड़ी सड़क/सेक्टर बी-4
- दक्षिण में कृषि हरित पट्टी

—पूर्व में दिल्ली नगर निगम के स्लम विभाग द्वारा विकसित किए जा रहे गांव टीकरी खुदे से घिरा है, का भू-उपयोग "ग्रामीण उपयोग" से "रहायशी उपयोग" में परिवर्तित करने का प्रस्ताव है।

[सं. के-13011/24/95-डीडी-I बी)]

के.के. गुप्ता, अवसर सचिव

MINISTRY OF URBAN AFFAIRS AND

EMPLOYMENT

(Department of Urban Development)

(Delhi Division)

New Delhi, the 13th October, 1997

S.O. 2787.—Whereas certain modifications which the Central Government proposed to make in the Master Plan for Delhi Zonal Development Plan regarding the area mentioned hereunder were published with Notice No. F. 20(18)/95-MP, dated 27-5-96 in accordance with the provisions of Section 44 of the Delhi Development Act, 1956 (61 of 1957), inviting objections/suggestions as required by sub-section (3) of Section 11-A of the said Act, within thirty days from the date of the said notice.

2. Whereas one objection/suggestion was received with regard to the proposed modification and whereas the Central Government have, after carefully considering all aspects of the matter, decided to modify the Master Plan.

3. Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modification in the said Master Plan for Delhi with effect from the date of publication of this Notification in the Gazette of India.

MODIFICATION :

"The land use an area, measuring about 21 ha. (52.0 acres) forming part of Narela Sub-city Project Phase I and bounded by :—

- Proposed 80 mt. wide road on North
- 40 mt. wide road Sector B-4 on West
- Agriculture green belt on South
- Area being developed by Slum Deptt., MCD, Village Tikri Khurd on East.

is proposed to be changed from 'Rural use' to 'Residential use'."

[No. K-13011/24/95-DDIB]

K. K. GUPTA, Under Secy.

जल भूतल परिवहन मंत्रालय

नई दिल्ली, 12 सितम्बर, 1997

का.आ. 2788.—केन्द्र सरकार, राष्ट्रीय राजमार्ग (शुल्क की दर) नियमावली, 1997 के नियम 3 साथ पठित राष्ट्रीय राजमार्ग अधिनियम, 1956 (1956 का 48) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा अधिसूचित करती है कि राज्य राजमार्ग बद्याबती-तारकेश्वर सड़क पर 22 कि मी से पालभित तक के अतिम बिन्दु के बीच दुर्गापुर एक्सप्रेस मार्ग के भाग पर स्थायी पुलों, अस्थायी पुलों अथवा मुरंगों के प्रयोग के लिए यांत्रिक वाहनों पर संलग्न अनुसूची में विनिर्दिष्ट दरों पर शुल्क वसूल किया जाएगा।

अनुसूची

(दुर्गापुर एक्सप्रेस मार्ग के प्रयोक्ताओं से वसूले जाने वाले शुल्क की दरें)

क्रम सं	वाहन का प्रकार	दर
1.	कार अथवा जीप	
	अथवा वैन	0.40 रु० प्रति कि मी
2.	हल्के वाणिज्यिक वाहन	0.70 रु० प्रति कि मी
3.	ट्रक अथवा बस	1.40 रु० प्रति कि मी
4.	हैवी कन्स्ट्रक्शन मशीनरी	

और अर्थमूविंग उपस्कर 3.00 रु० प्रति कि मी

बशर्ते कि इस अनुसूची में विनिर्दिष्ट वाहन की किसी भी श्रेणी में रक्षा विभाग, पुलिस विभाग, अग्नि शमन विभाग, डाक तार विभाग, केन्द्र सरकार, राज्य सरकार अथवा स्थानीय निकायों के वाहन तथा एम्बुलेंस अथवा शव-शान शामिल नहीं होंगे।

[सं. आर. डब्ल्यू./एनएच-15013/37/94-पीएल]

डी. एन. गुप्ता, अवर सचिव

MINISTRY OF SURFACE TRANSPORT

New Delhi, the 12th September, 1997

S.O. 2788.—In exercise of powers conferred by section 7 of the National Highways Act, 1956 (48 of 1956), read with rule 3 of the National Highways (Rate of Fee) Rules, 1997, the Central Government hereby notifies that there shall be levied and paid fee on mechanical vehicles for the use of permanent bridges temporary bridges or tunnels, as the case may be, on the part of Durgapur Expressway between KM 22 to the end point at Palsi through State Highway Badyabati-Tarakeswar Road at the rates specified in Scheduled Annexed hereto, namely :—

SCHEDULE

Rates of fees to be recovered from the users of Durgapur Expressway)

S. No.	Type of Vehicle	Rate
1.	Car or Jeep or Van	Re. 0.40 per km
2.	Light Commercial Vehicles	Re. 0.70 per km
3.	Truck or Bus	Rs. 1.40 per km

4. Heavy construction machinery and earth-moving equipment Rs. 3.00 per km

Provided that any category of vehicle specified in this Schedule shall not include any vehicle on duty of Defence Department, Police Department, Fire-Fighting Department, Post and Telegraph Department, Central Government, State Government or Local Bodies and ambulance or funeral van.

[RW/NH-15013/37 94-PL]

D. N. Gupta, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 1 अक्टूबर, 1997

का.आ. 2789.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली, के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-9-97 को प्राप्त हुआ।

[संख्या एल-12012/179/82-डी-II(ए)]

सनातन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 1st October, 1997

S.O. 2789.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 30-9-1997.

[No. L-12012/179/82-D.II (A)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : NEW DELHI

I. D. No. 17/88

In the matter of dispute :

BETWEEN

Mrs. Diana N. Raj, Special Assistant through The General Secretary, Syndicate Bank Employees' Union, 55 Aramenian Street, Madras 600001.

VERSUS

The Deputy General Manager, Syndicate Bank, Sarojini House, Bhagwan Das Road, New Delhi.

APPEARANCES :

Shri Pardeep Chandra—for the workman.
Shri Rajesh Mahendru—for the Management.

2622 GI/97--9

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/179/82-D.II (A) dated 19th/26th February, 1988 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Syndicate Bank in relation to their Connaught Circus Branch New Delhi in dismissing Mrs. Diana N. Raj, Special Assistant from service with effect from 29-11-77 is justified ? If not, to what relief is the workman concerned entitled ?"

2. The workman Mrs. Diana N. Raj was initially appointed as clerk by the bank at Hyderabad wherefrom she was subsequently transferred to New Delhi at Connaught Circus Branch and was entered the duties of a Special Assistant in the Saving Bank Branch. She was a member of the Union and authorised the Union to take up her case. She was charge sheeted on 6-11-73 but no action was taken against her except that the matter was referred to the Central Bureau of Investigation. The C.B.I. interrogated the workman on more than one occasion and informed the workman orally that no case had been established against her. She was kept under suspension for the period of three years and later on Staff Controller referred another charge sheet dated 7-4-76. Smt. P. Padma Kumar was asked by the Staff Controller to hold enquiry and he found the workman guilty of the charge. The Enquiry Officer did not collect correct facts and prepared his findings later at Manipal in consultation with his Officers and arrived at pre-determined opinion with a view to victimise her. He proposed the punishment which he was not supposed to do and his conduct was biased vitiated and contrary to established law and the procedure. Against same charges she was given warning and stoppage of increment while against the major charge the punishment of dismissal from service was awarded to her. The allegation made by the Staff Controller in the charge was that the workman had passed the cheques without verifying the genuineness of signatures with the specimen signatures. The similar cheques were passed by one Mrs. Shenoy but no action was taken against her and the workman was made a scape goat and dismissed from service. The workman did not exercise due care and caution but has been punished for act which has not been proved. The Findings of the Enquiry Officer were also perverse against principles of natural justice. The workman in the statement of claim has thus prayed that the action of the then Enquiry Officer in dismissing her from service was unjustified and illegal and she was entitled to be reinstated with full back wages and continuity of service.

3. The Management in the written statement alleged that though the workman was informed by the disciplinary authority about the decision of the bank to have a charge sheet departmentally enquired into the enquiry could not be held till 1976. However, when the enquiry proceedings were about to commence, it had come to the notice of the Bank that the C.B.I. had initiated investigations against the workman. The enquiry was, therefore, stayed as required under clause 19.4 of the Bipartite Settlement. No settlement stipulates any maximum period for which employee should be kept under suspension. The case was not referred by the management to the C.B.I. but the C.B.I. has taken up the case themselves for investigation.

4. Keeping the employee concerned under suspension was not illegal as per Bipartite Settlements. The C.B.I. had recommended departmental action for the major misconduct after the investigating the case. The action of the management to hold the enquiry was based on valid and bona fide reasons. The enquiry conducted against the workman was according to rules and no prejudice was called to the workman against him. The enquiry was conducted in a legal manner. The enquiry was held and evidence recorded were in conformity with the established practice and procedure for holding domestic enquiries, and the conclusions drawn by the Enquiry Officer were after careful and proper appreciation of oral as well as documentary evidence. She was defended in the enquiry by the General Secretary of the Union the disciplinary authority had given the hearing to the workman on 4-10-77 with regard to the nature of punishment proposed to the workman. No illegality has been

committed by the Enquiry Officer and the punishment awarded by the management was according to gravity of the defence. The statement of claim deserve to be rejected.

5. The following issue was framed :

1. Whether there was fair and proper enquiry ?

6. The Management in support of his case examined Mrs. P. Padma Kumar MW-1 and the workman appeared as MW-1 in support of her evidence.

7. I have heard the representatives for the parties and have gone through the record.

8. The representative for the management has justified its action and has urged that the procedure adopted by the Enquiry Officer was according to rules and no violation of any standing orders, settlements or natural justice were committed by the Enquiry Officer. The workman was afforded full opportunity to cross-examine the witnesses and to produce her own evidence in support of her case. He has also stated that the workman in her statement has admitted that she was represented by Shri U. P. Seth, General Secretary and the witnesses of the management were cross-examined by him. She was also examined in the enquiry and her statement was duly signed by her. She has not denied the opportunity granted to her for production of her defence evidence.

9. The representative for the workman in its written arguments as well as oral arguments has urged that the enquiry as against the workman was not fair and proper and the charges levelled against the workman were not based on facts nor they were proved. The dismissal of the workman was an act of dishonesty and the management was vindictive against her. The enquiry was violated by principles of natural justice. He has further urged that the first chargesheet dated 6-11-73 was not according to rules. A fresh chargesheet in 1976 was delivered to the workman on which the enquiry was conducted. The representative for the workman has further urged that the C.B.I. did not take any action against the workman and the Enquiry Officer himself suggested the punishment to be awarded to the workman which was against the principles of natural justice. He also proceeded to issue notice for the hearing on the proposed punishment and he was not empowered to give conclusion and propose punishment which are vested with the disciplinary authority. The enquiry according to the representative for the workman was not fair and proper and deserve to be set aside.

10. After having gone through the points urged before me by the representative for the parties, I am of the opinion that nothing could be brought out by the workman in the enquiry proceedings which could indicate any irregularity or illegality in the enquiry. The written arguments filed by the petitioner mainly deal with the facts relating to the evidence and not according to the procedure of the enquiry. The workman herself in her statement has admitted that she was allowed to be represented by the General Secretary of the Union who was allowed opportunities to cross-examine the witness of the management. She was examined and she did not deny having given opportunity to lead defence. From the pleadings and the evidence on record it was established that the enquiry in the present case was conducted in fair and proper manner. She was also issued letter dated 15th June, 76 in support of the appointment of Shri P. Padma Kumar as Enquiry Officer which was filed as annexure 'E' by the management. She had signed her statement recorded by the Enquiry Officer but she did not examine Shri U. P. Seth, The General Secretary, her representative but did not examine him. In her cross-examination she was duly supplied with a copy of the chargesheet. She filed an appeal against the dismissal which was replied by the management and has not pointed out any defect or inconsistency in her affidavit in the conduct of enquiry. Only vague allegations have been made that the act of the bank was arbitrary, discriminatory mala fide and violative of the principles of natural justice. No specific allegation has been alleged in the affidavit.

11. As per clause 19.14 of settlement dated 19-10-66 (Annexure 'A') the Managing Director/Chief Executive has notified officers to act as Disciplinary Authority and officer to Act as Enquiry Officer. Shri P. Padma Kumar was competent to act as Enquiry Officer as per circular

dated 3-2-79 Annexure B and C. It was not mandatory that the Disciplinary Authority should himself conduct the enquiry. As per the practice the Disciplinary Authority could ask the Enquiry Officer to propose the nature of punishment also.

12. After the enquiry the Disciplinary Authority gave her to the workman on 4-10-77 and the Disciplinary Authority after considering all material and submissions of the workman came to the finding that the charge against the workman was proved. There was another objection regarding the issuance of a chargesheet when the management had referred the case to the C.B.I. The enquiry against the charge sheet was to be stayed or kept in abeyance till the investigation by the C.B.I. was over. The matter was referred to the C.B.I. by the management and the C.B.I. had taken up the case themselves and recommended departmental action against her for major misconduct.

The Enquiry Officer in terms of his appointment vide letter dated 15th June, 1976 (Annexure-E) was required to conduct the enquiry and also to give the workman a hearing with regard to the proposed punishment if the charges against the workman are established at the enquiry in terms of the Bipartite Settlement. The Enquiry Officer acted within the scope of his appointment. The Enquiry Officer gave hearing to the workman on the nature of punishment before submitting his report. The Disciplinary Authority vide letter dated 9-6-1977 (Annexure-F) also advised the workman to appear before the Enquiry Officer but the workman did not pay heed. After the receipt of the report the Disciplinary Authority himself gave hearing to the workman on 4th October, 1977 with respect to the nature of punishment and the workman and her General Secretary attended the hearing and made submission orally as well as in writing.

13. In view of my above discussion, I am of the opinion that the enquiry conducted by the management in this case was fair and proper.

14. The representative for the workman in his written arguments has also dealt with in detail about the act of the workman on the basis of which he was found guilty by the Enquiry Officer. Since the enquiry conducted against the workman by the Enquiry Officer has been held to be fair and proper. I after going through the proposed punishment am of the opinion that the punishment was not excessive keeping in view the gravity of charges levelled against her. The services of a Bank Employee dealing with money belonging to others was a matter of faith and confidence. Any violation of such faith by any of the employees of the institution would not only defame the institution but also take away the confidence which the customers repose in the banking institutions. Officials against whom such serious charges are levelled and who cannot be retained in the sensitive jobs dealing with the money and property of others. I, therefore, do not find it a fit case to interfere with the punishment awarded to the workman by the management. The action of the management in my opinion was fully justified and there was no ground to interfere by this Tribunal. Keeping in view the circumstances of the case I, however, leave the parties to bear their own costs.

Dated : 26th September, 1997

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 3 अक्टूबर, 1997

का.आ. 2790.---औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इण्डिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-97 को प्राप्त हुआ ।

[सं. एन-12012/293/93/आई.आर. (बी. II)]

सनातन, उच्च अधिकारी

New Delhi, the 3rd October, 1997

S.O. 2790.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 1-10-1997.

[No. L-12012/293/93-IR (B-II)]

SANATAN, Desk Officer

अनुबन्ध

केन्द्रीय श्रम औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर
(म. प्र.)

डी. एन. दीक्षित,

पीठासीन अधिकारी

प्र.क्र. सीजीआईटी/एनसी(श्रम)(143)/94

श्री मूलचन्द बिरहा

द्वारा : बी.पी. बाल्मीकि,

महासचिव,

बैंक ऑफ इंडिया स्टाफ यूनियन,

आशीर्वाद मार्केट, जबलपुर (म.प्र.)

वि.

... प्रार्थी

क्षेत्रीय प्रबंधक,

बैंक ऑफ इंडिया, जबलपुर क्षेत्र,

रसल चौक, जबलपुर (म.प्र.)

... प्रतिप्रार्थी

अवार्ड

दिनांकित : 15/09/1997

1. भारत सरकार, श्रम मंत्रालय ने निम्नलिखित विवाद
प्रादेश क्रमांक : एल-12012/293/93-आई.श्रम-बी-2,
दिनांकित 11/08/1194 द्वारा विचारण हेतु इस न्याया-
धिकरण को भेजा गया है :—

अनुसूचा

"Whether the action of the management of Bank of India, Jabalpur in not appointing Shri Mulchand Birha, Part-time Sweeper as fulltime sweeper is justified if not, what relief is the said workman entitled to?"

2. दोनों पक्षों को स्वीकार है कि श्री मूलचन्द बिरहा, बैंक ऑफ इंडिया की पड़रिया शाखा में दिनांक 3/3/89 से पार्ट-टाईम-स्वीपर के पद पर कार्यरत थे। बैंक कर्मचारियों की सेवा शर्तें द्विपक्षीय समझौते के द्वारा निर्धारित की जाती हैं। वर्तमान श्रमिक के संबंध में समझौता वर्ष 1989 के खण्ड-18 के मध्य-पैरा 4 में निर्धारण किया गया है। जबलपुर शाखा में स्वीपर का एक पद सृजित हुआ और एक पद श्री सोमन का मृत्यु के कारण रिक्त हुआ। श्री संतोष कश्यप को इसमें नियुक्ति दी गई, जो कि रोजनदारी में कुछ दिनों तक कार्यरत थे। वर्तमान श्रमिक को इस नियुक्ति के साक्षात्कार के लिए भी नहीं बुलाया गया।

3. श्रमिक के अनुसार वह पार्ट टाईम स्वीपर था और द्विपक्षीय समझौते, 1989 के खण्ड 18 के सब पैरा 4 के अनुसार उसे इस पद पर नियुक्ति की पावता थी। इस पद पर श्री संतोष कश्यप की नियुक्ति अवैध है। श्रमिक चाहता है कि दिनांक 10-4-93 से जिस दिन श्री संतोष कश्यप स्थाई स्वीपर के पद पर नियुक्त हुआ, उसे भी जबलपुर में फुल टाईम स्वीपर के पद पर नियुक्त किया जाए। इस नियुक्ति के फलस्वरूप जो भी वेतन और भत्ते की पावता हो, वह दिलाई जाए।

4. प्रतिप्रार्थी बैंक ऑफ इंडिया के अनुसार श्री संतोष कश्यप 240 दिन तक लगातार स्वीपर की नौकरी कर चुके थे और ऐसी स्थिति में उनका स्थाई करना अनिवार्य था। श्रमिक मूलचन्द बिरहा को इस रिक्त पद पर नियुक्त करने की पावता नहीं थी। जिन परिस्थितियों में प्रतिप्रार्थी ने श्री संतोषकुमार कश्यप को स्थाई पद के लिए चयन किया, उसमें इनका ही चयन श्रेष्ठ था और वैधानिक था। प्रतिप्रार्थी के अनुसार वर्तमान आवेदन मारहीन है और निरस्त होने योग्य है।

5. श्रमिक की ओर से यह कहा गया है कि द्विपक्षीय समझौता 1989 के खण्ड 18 के सब पैरा 4 से जो शर्त है वह यह है... "बैंक के भर्ती संबंधी नियमों के अधीन अन्य बातों के समान होने पर, उसी संवर्ग में पूर्णकालिक रिक्तियों को भरने के लिए कुल वेतन पाने वाले स्थायी अंशकालिक कर्मचारियों को तरजीह दी जाएगी।" इस समझौते के विपरीत श्री संतोष कश्यप को 10-4-93 को स्थाई स्वीपर बनाया गया, जो नियमों के विपरीत है। इस द्विपक्षीय समझौता के प्रकाश में मूलचन्द बिरहा को ही यह पद मिलना था।

6. प्रतिप्रार्थी बैंक ऑफ इंडिया की ओर से यह तर्क दिया गया कि संतोष कुमार कश्यप ने 240 दिन तक लगातार अस्थायी कार्य किया था इन कारण इनको स्थाई करना आवश्यक था।

7. प्रतिप्रार्थी ने यह नहीं बताया कि संतोषकुमार कश्यप कब से बैंक में अस्थायी कर्मचारी कार्य कर रहे थे। द्विपक्षीय समझौते 1989 के खण्ड 18, उपखण्ड 4 के अनुसार स्वीपर के स्थाई पद भरने के लिए अंशकालिक कर्मचारियों को तरजीह दी जानी थी। श्री मूलचन्द बिरहा दिनांक 3-3-89 से पार्ट टाईम स्वीपर इस बैंक में थे, ऐसी स्थिति में स्थाई पद पर श्रमिक को लेना वैधानिक था।

8. मैं श्रमिक की याचिका स्वीकार करता हूँ। यह घोषणा की जाती है कि दिनांक 10-4-93 से श्रमिक मूलचन्द बिरहा स्थाई फुल टाईम स्वीपर के पद पर कार्यरत है, इस घोषणा के अनुसार श्रमिक का वेतन निर्धारण और नियम के अनुसार सुविधाएं दी जावे। श्रमिक के पक्ष में घोषणा दी जाती है।

9. अवार्ड की प्रतियां नियमानुसार भारत शासन, श्रम मंत्रालय को भेजी जावे।

डी. एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 3 अक्टूबर, 1997

का.आ. 2791.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबन्धतन्त्र के संवद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-97 को प्राप्त हुआ।

[सं. एल-12012/352/93-आई.आर. (बी. II)]

सनातन, डेस्क अधिकारी

New Delhi, the 3rd October, 1997

S.O. 2791.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 1-10-1997.

[No. L-12012/352/93-IR (B-II)]

SANATAN, Desk Officer

अनुबन्ध

केन्द्रीय श्रम औद्योगिक अधिकरण एवं श्रम न्यायालय
जबलपुर (म.प्र.)

डी. एन. बोधित, पीठासीन अधिकारी

प्र.क्र. सीजीआईटी/एलसी/आर(44)/94

श्री शंभू चौधरी,
हेड कैशियर, बैंक ऑफ इंडिया,
भिलाई शाखा,
द्वारा: श्री बी. पी. बाल्मीकि,
महासचिव,
बैंक ऑफ इंडिया स्टाफ यूनियन,
द्वारा: क्षेत्रीय कार्यालय, रसलचौक,
जबलपुर (म.प्र.)
विरुद्ध

... प्रार्थी

क्षेत्रीय प्रबंधक,
बैंक ऑफ इंडिया, जबलपुर क्षेत्र,
रसल चौक, जबलपुर (म.प्र.)

... प्रतिप्रार्थी

आदेश

अवाद

दिनांकित: 15-09-1997

1. भारत शासन, श्रम मंत्रालय ने अपने आदेश सं. एल-12012/352/93 आई.आर.बी. 2 दिनांक 27-04-94 द्वारा निम्नलिखित विवाद इस न्यायाधिकरण के विचारण के लिए प्रस्तुत किया है:—

अनुसूची

“Whether the action of the management of Bank of India, Jabalpur is not promoting Shri Shambhu Choudhary, Head Cashier Category ‘C’ to the post of Head Cashier Category ‘E’ is justified If not what relief is the said workman entitled to?”

2. दोनों पक्षों को स्वीकार है कि बैंक के सभी कर्मचारियों की सेवाशर्तें द्विपक्षीय समझौते के द्वारा निश्चित की जाती हैं तथा जो शर्तें उक्त समझौते के अन्तर्गत नहीं आती, वे बैंक के स्तर पर यूनियन के मध्य हुए समझौते के द्वारा लागू की जाती हैं। हेड कैशियर कैटेगरी-ई के चुनाव की प्रक्रिया समझौता 1989 के पैरा 2 सब-पैरा-3 के अनुसार होता था। बैंक को भिलाई शाखा में हेड-कैशियर कैटेगरी-ई का पद रिक्त था, इस पद हेतु आवेदन आमंत्रित किए गए। इस पद पर श्री वाय०के० शर्मा की नियुक्ति की गई।

3. श्रमिक श्री शंभू चौधरी के अनुसार वे भिलाई शाखा में कैटेगरी-“सी” में हेड कैशियर थे। दिनांक 3-6-88 के यूनियन और बैंक के समझौते के अनुसार पैरा-3, सब-पैरा-2 में यह समझौता हुआ था कि वर्ग-ई कैशियर के लिए उन्नी शाखा में कार्यरत कैशियर कैटेगरी “सी” से आवेदन लिए जावेंगे और नियुक्ति के संबंध में इनकी पात्रता पर विचार किया जाएगा। इसके विपरीत भिलाई शाखा के अतिरिक्त दूसरी शाखाओं से भी आवेदन आमंत्रित किए गए और ऐसे लोगों के आवेदन पर विचार किया गया, जो आवेदन दिनांक को कैटेगरी “सी” के हेड कैशियर नहीं थे। इस प्रकार यूनियन से वर्ष 88 के समझौते का उल्लंघन किया गया। श्रमिक श्री शंभू चौधरी भिलाई शाखा में एक मात्र वर्ग-“सी” के हेड कैशियर थे और बैंक और यूनियन के समझौते के अनुसार एक मात्र इन्हीं को पदोन्नति की पात्रता थी।

4. प्रतिप्रार्थी बैंक की ओर से यह कहा गया कि जो समझौता यूनियन और बैंक के बीच में हुआ, उसमें यह उल्लेख है कि वर्ग-“सी” के जो भी हेड कैशियर हैं, उन सभी से आवेदन आमंत्रित किये जायें। इस समझौते के अनुसार जितने भी कर्मचारियों को वर्ग-“सी” हेड कैशियर होने की पात्रता है, उनसे आवेदन आमंत्रित किए जाए। जो भी “सी” वर्ग के हेड कैशियर रहे हैं और जो स्थानान्तरण पर नहीं जाना चाहते, वे वर्ग-सी हेड कैशियर के पद से दूसरे काम पर भेजे जाते हैं और तीन साल बाद उनको पदोन्नति की पात्रता हो जाती है। इस वर्ग के कर्मचारियों को भी वर्ग-“ई” हेड कैशियर में आने की पात्रता है। भिलाई शाखा में वर्ग-सी हेड कैशियर में कार्यरत और इस पद के योग्य 5 व्यक्ति निकले, जिनमें वर्तमान श्रमिक श्री शंभू चौधरी वरियता सूची में क्रम-3 पर थे। ऐसी स्थिति में उनसे वरिष्ठ को वर्ग-“ई” हेड कैशियर का पद दिया गया। चयन की यह प्रक्रिया विधिवत् है और द्विपक्षीय समझौते के अनुरूप है। बैंक यह चाहता है कि श्रमिक की याचिका निरस्त की जावे।

5. बैंक की ओर से श्री बी०डी० महोरे जो वर्ष 90-94 में डिप्टी चोफ पर्सनल आफिसर थे, का शपथ-पत्र प्रस्तुत किया गया। श्रमिक ने इस शपथ-पत्र पर गवाह का प्रतिपरीक्षण भी किया। गवाह श्री महोरे ने चयन की प्रक्रिया न्यायालय में समझाई। उन्होंने बोला है कि

जब वर्ग-“ई” में हैड कैशियर का पद रिक्त होता है, तब उस शाखा में कार्यरत वर्ग “सी” हैड कैशियर के अलावा उन सभी कर्मचारियों से भी आवेदन पत्र आमंत्रित किए जाते हैं, जो पूर्व में हैड कैशियर “सी” रह चुके हैं तथा स्वयं के अनुरोध पर स्थानांतरण में नहीं गए हैं तथा जिनको अब पदोन्नति की पारंगता है। यह प्रक्रिया अपनाने पर वर्तमान श्रमिक चयन सूची में क्रमांक-3 पर आते हैं।

6. जो समझौता ट्रेड यूनियन और बैंक के बीच 3-6-88 को वर्ग-“ई” हैड कैशियर के संबंध में हुआ, उसका अवलोकन करने पर यह स्पष्ट हो जाता है कि धारा-3 की उपधारा-2 के अनुसार जितने भी “सी” वर्ग के हैड कैशियर हैं, उन सभी से आवेदन-पत्र आमंत्रित किए जाएंगे। इसके पश्चात् उपधारा 3 के अनुसार बरियता के आधार पर वर्ग-“ई” हैड कैशियर का चयन होगा। इस समझौते के अनुसार ही वर्तमान प्रकरण में कार्यवाही की गई है। श्रमिक का जो कहना है, वह यह कि केवल भिलाई शाखा के हैड कैशियर वर्ग-सी को पदोन्नति वर्ग-ई हैड कैशियर के पद हेतु विचार में लेना था। श्रमिक का यह तर्क बहुत संकीर्ण और समझौते के विपरीत है। इस प्रकार के तर्क का आधार यूनियन और बैंक का समझौता जून, 88 नहीं हो सकता। जो प्रक्रिया बैंक ने अपनाई है वह विधिवत है तथा इसमें हस्तक्षेप की आवश्यकता नहीं है। श्रमिक की याचिका निरस्त की जाती है।

7. अवाई की प्रतियां नियमानुसार भारत सरकार, श्रम मंत्रालय को भेजी जावे।

डी० एन० दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 3 अक्टूबर, 1997

का०प्रा० 2792 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंध नंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-97 को प्राप्त हुआ था।

[संख्या एल-12012/390/91-आई.आर.(बी. II)]

सनातन, डेस्क अधिकारी

New Delhi, the 3rd October, 1997

S.O. 2792.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 1-10-1997.

[No. L-12012/390/91-IR (B-II)]
SANATAN, Desk Officer

अनुबंध

केन्द्रीय श्रम औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर (म०प्र०)

डी०एन० दीक्षित

पीठासीन अधिकारी

प्र०क्र०सी०जी०आई०टी०/एल०सी०(आर०)(61) 92

श्री आर०के० देहनगुरिया

हैड कैशियर

बैंक ऑफ इंडिया,

पड़रिया शाखा

...

...प्रार्थी

वि०

क्षेत्रीय प्रबन्धक,

बैंक ऑफ इंडिया, जबलपुर क्षेत्र,

रसल चौक, जबलपुर (म०प्र०)

...

...प्रतिप्रार्थी

अवाई

दिनांकित : 18-09-1997

1. भारत सरकार, श्रम मंत्रालय ने अपने आवेदन सं० एल-12012/390/91-आई०आर० (बी०-2) दिनांकित 30-3-92 द्वारा निम्नलिखित विवाद निराकरण हेतु इस न्यायाधिकरण को भेजा है :—

अनुसूची

“Whether the action of the management of Bank of India, Jabalpur of non-selection of Shri R. K. Tehanguria, Head Cashier, Category ‘C’ on the basis of seniority and Bipartite Settlement dated 3-6-1988 to Head Cashier, Category ‘E’ is justified? If not, to what relief is the workman entitled to?”

2. दोनों पक्षों को स्वीकार है कि श्री आर०के० देहनगुरिया बैंक की पड़रिया शाखा में वर्ग “सी” के हैड-कैशियर के पद पर जनवरी, 91 में कार्यरत थे। इसी बैंक की पनागर शाखा में वर्ग “ई” हैड-कैशियर का पद जनवरी, 91 में नया सृजित हुआ। इस पद पर श्री पी.जी. रमेश-कुमार को केटेगरी “ई” हैड-कैशियर नियुक्त किया गया। वर्ग-“ई” हैड-कैशियर पद हेतु प्रतिवादी बैंक और यूनियन के मध्य दिनांक 3-6-88 को समझौता हुआ। पनागर शाखा के लिए वर्ग “ई” हैड कैशियर पद पर श्रमिक श्री देहनगुरिया का नाम पर विचार नहीं किया गया।

3. श्रमिक आवेदक के अनुसार बैंक के सभी कर्मचारियों की सेवा शर्तें द्विपक्षीय समझौते के द्वारा निश्चित की जाती है। जून, 1988 में वर्ग “ई” हैड-कैशियर की नियुक्ति हेतु बैंक और यूनियन में समझौता हुआ और यह तय किया गया कि जो भी क्लर्क कैशियर वर्ग “सी” में पूरे जोन में कार्यरत है, उनसे वर्ग “ई” हैड-कैशियर के पद हेतु आवेदन लिए जायेंगे और इन्हीं लोगों को हैड-कैशियर वर्ग “ई” में पदोन्नति दी जायेगी। इस समझौते की प्रक्रिया का पालन पनागर शाखा में वर्ग-ई के हैड-कैशियर के चयन के लिये नहीं किया गया। श्रमिक श्री देहनगुरिया ने पनागर शाखा के लिये दिनांक 24-1-91 को वर्ग -ई हैड-कैशियर के चयन

हेतु आवेदन दिया था। पनागर शाखा में यह पद 4-1-90 को सुजित किया गया था। पनागर शाखा में हैड-कैशियर वर्ग-सी श्री पी.जी. रमेशकुमार को हैड-कैशियर वर्ग-ई पर भूतलक्षी प्रभाव से नियुक्त किया गया। श्रमिक श्री टेहनगुरिया पूरे जिले में सबसे वरिष्ठ वर्ग-सी के हैड-कैशियर थे। इस संबंध में श्रमिक ने बैंक के क्षेत्रीय प्रबन्धक और प्रांचलिक प्रबन्धक से भी अपील की, किन्तु इन अपीलों का निराकरण नहीं हुआ। श्रमिक की यह प्रार्थना है कि इस पद पर उनको पदस्थ घोषित किया जाए और दिनांक 4-1-90 से इस पद का वेतनमान और भत्ते दिलाए जायें।

4. प्रतिप्रार्थी बैंक की ओर से यह उत्तरवाद प्रस्तुत किया गया कि जो समझौता ट्रेड यूनियन और बैंक के बीच दिनांक 3-6-88 को हुआ था, उसमें पैरा-3 उप-पैरा-2 में दोनों पक्षों ने स्वीकार किया था कि जिस जोन में वर्ग-“ई” का पद रिक्त होगा, उसकी परम्पराओं के अनुसार वर्ग “सी” के हैड-कैशियर को वर्ग-ई हैड-कैशियर में लिया जावेगा। वर्ष 1985 से यह प्रक्रिया रही है कि जहाँ पर कैश-कलर्क सी-कैटेगरी का है, वहाँ पर सबसे वरिष्ठ कलर्क को यह कार्य सौंपा जाये। पनागर शाखा में श्री रमेश कुमार सबसे वरिष्ठ वर्ग-सी के कैशियर थे और यूनियन से हुए समझौते के आधार पर इन्हें वर्ग-“ई” का हैड-कैशियर बनाया गया। श्रमिक श्री टेहनगुरिया बैंक की पड़रिया शाखा में कार्यरत थे, इस कारण इनके नाम पर विचार नहीं किया गया। पनागर शाखा के वर्ग-ई के हैड-कैशियर का चयन विधिवत् और नियमों के अनुसार किया गया है। बैंक का निवेदन है कि वर्तमान आवेदन निरस्त किया जाए।

5. श्रमिक श्री टेहनगुरिया ने अपना शपथपत्र प्रस्तुत किया, जिस पर उनका प्रतिपरीक्षण दिनांक 16-10-95 को किया गया। इसके द्वारा उन्होंने याचिका को पुष्टि की।

6. बैंक की ओर से श्री एस०के० सरीन जो वर्ष 90 से 93 तक बैंक के मुख्यालय, भोपाल में कार्यरत थे, का शपथपत्र प्रस्तुत किया गया। दि० 2-1-96 को इनका प्रतिवादी परीक्षण हुआ। इन्होंने स्वीकार किया है कि दिनांक 17-9-84 का द्विपक्षीय समझौता सभी बैंकों में लागू है। प्रतिप्रार्थी बैंक ने दिनांक 4-1-91 के आदेश के द्वारा पनागर शाखा में नव-निर्मित वर्ग “ई” के हैड-कैशियर के लिये सभी हेड-कैशियर वर्ग-सी से आवेदन मंगाए थे।

7. श्रमिक ने जो वर्ष 91 में पड़रिया शाखा में हैड-कैशियर वर्ग-सी था, पनागर शाखा में वर्ग-“ई” हैड-कैशियर के लिए आवेदन दिया। यह आवेदन दिनांक 24-1-91 को दिया गया। इस पर कोई विचार नहीं किया गया। श्री पी.जी. रमेशकुमार को इस आधार पर पनागर शाखा के वर्ग-ई का हैड-कैशियर बनाया गया है, क्योंकि बैंक के 20-02-85 के परिपत्र में ऐसी प्रक्रिया बताई गई है। बैंक और ट्रेड यूनियन के बीच जो समझौता दिनांक 3-6-88 को हुआ उसमें भी यह उल्लेख पैरा-3 (ii) में है।

8. दिनांक 3-6-88 को, वर्ग-ई हैड-कैशियर के पद हेतु क्या योग्यता रहेगी और क्या प्रक्रिया अपनाई जावेगी, इस पर बैंक और यूनियन के बीच समझौता हुआ। इस कारण इस समझौते के प्रभाव में आने पर वर्ष 85 का बैंक का परिपत्र वर्ष 91 में मार्गदर्शक नहीं हो सकता। 3-6-88 के समझौते में यह उल्लेख है कि “सी” वर्ग के सभी कैशियरों में आवेदन आमंत्रित किए जाएंगे और वरीयता के आधार पर वर्ग-ई हैड-कैशियर का चयन किया जावेगा। श्रमिक श्री टेहनगुरिया वर्ग-सी कैशियर के पद पर तथा सर्विस में भी श्री पी.जी. रमेशकुमार से वरिष्ठ थे, इनके आवेदन पर विचार ही नहीं किया गया। दिनांक 3-6-88 का समझौता बैंक के प्रधान कार्यालय स्तर पर हुआ है। इस प्रकार वह बन्धनकारी है। बैंक ने जो प्रक्रिया श्री पी०जी० रमेशकुमार के पदोन्नति के लिए अपनाई वह दोषपूर्ण है। पनागर शाखा में ई वर्ग हैड-कैशियर के पद पर श्रमिक श्री टेहनगुरिया को नियुक्ति की पात्रता है। मैं श्री टेहनगुरिया -प्रार्थी का कर्तव्य सही पाता हूँ। यह घोषित किया जाना है कि श्री आर०के० टेहनगुरिया को दिनांक 4-1-90 से वर्ग-“ई” हैड-कैशियर नियुक्त किया जाए और इस दिनांक से वे इस पद के लिए निर्धारित वेतन और भत्ता पाने के अधिकारी हैं। दोनों पक्ष इस प्रकरण में अपना-अपना व्यय वहन करें।

9. अबाई की प्रतियां नियमानुसार भारत सरकार, श्रम मंत्रालय को भेजी जावे।

डी०एन० दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 3 अक्टूबर, 1997

का.आ. 2793:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-97 को प्राप्त हुआ।

[संख्या एल-12012/218/93-आई आर (बी -II)]

सनातन डेस्क अधिकारी

New Delhi, the 3rd October, 1997

S.O. 2793.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 1-10-1997.

[No. L-12012/216/93-IR (B-II)]

SANATAN, Desk Officer

अनुबन्ध

केन्द्रीय श्रम औद्योगिक अधिकरण एवं श्रम न्यायालय,
जबलपुर (म.प्र.)

डी.एन. दीक्षित

पीठासीन अधिकारी

प्र.क्र. सीजीआईटी/एलसी (आर) (84)/94

श्री राजकुमार केशरवानी,
द्वारा : बी.पी. बान्मिकी,
महासचिव,
बैंक आफ इंडिया स्टाफ यूनियन,
क्षेत्रीय कार्यालय, रसल चौक,
जबलपुर (म.प्र.)

—प्रार्थी

वि.

क्षेत्रीय प्रबंधक,
बैंक आफ इंडिया, जबलपुर क्षेत्र,
रसल चौक, जबलपुर (म.प्र.)

—प्रतिप्रार्थी

अवार्ड

दिनांकित : 18-09-1997

1. भारत सरकार, श्रम मंत्रालय ने अपने आदेश सं.
एल-12012/216/93-आई. आर. बी. 2 दिनांकित
29-6-94 द्वारा निम्नलिखित विवाद विचारण हेतु इस
न्यायाधिकरण को प्रेषित किया है :—

अनुसूची

"Whether the claim of the Bank of India Staff Union (M.P.) that Raj Kumar Kesharwani is entitled to be appointed as Head Cashier, category 'E' is justified? If so, what relief is the said workman entitled to?"

2. दोनों पक्षों को स्वीकार है कि श्रमिक और बैंक के बीच जो विवाद होता है, वह द्विपक्षीय समझौते जो कि यूनियन और बैंक के बीच होते हैं, के द्वारा निराकृत किया जाता है। बैंक और यूनियन के बीच वर्ग-ई हैड-केशियर के संबंध में दिनांक 3-6-88 को समझौता हुआ। श्रमिक श्री केशरवानी बैंक की शाखा सिंगौडी में वर्ग-सी हैड-केशियर के पद पर पदस्थ किये गये थे। कटनी शाखा में हैड-केशियर वर्ग-ई का पद वर्ष 90 में रिक्त हुआ और इस पद पर श्री मोतीलाल कोरी को नियुक्त किया गया।

3. श्रमिक के अनुसार बैंक की कटनी शाखा में वर्ष 90 में एक पद हैड-केशियर कैटेगरी "सी" का था, यह पद कैटेगरी-सी ने कैटेगरी "ई" में परिवर्तित कर दिया गया था। जिस दिन श्री मोतीलाल कोरी को वर्ग-ई हैड-केशियर के लिये नियुक्त किया गया, उस दिन वे हैड-केशियर-कैटेगरी "सी" नहीं थे। वास्तव में श्री मोतीलाल कोरी ने बैंक की किसी भी शाखा में हैड-केशियर कैटेगरी "सी" में कार्य नहीं किया। कटनी जोन के अन्तर्गत आने वाला बैंक की सभी शाखाओं में श्रमिक श्री केशरवानी कैटेगरी "सी" के हैड-केशियर के लिये सबसे वरिष्ठ थे

तथा इनको हैड-केशियर "ई" का कार्यभार दिया जाना था। बाद में इस पद पर श्री कोरी को नियुक्त किया गया। श्रमिक की प्रार्थना है कि उनको हैड-केशियर वर्ग-ई घोषित किया जाये और इस पद पर वेतन और भत्ते दिलाये जायें।

4. प्रतिप्रार्थी बैंक की ओर से यह निवेदन है कि वर्ग-ई हैड-केशियर के लिये श्री केशरवानी को नियुक्त नहीं किया जा सकता। दि. 26-6-84 को श्री केशरवानी को वर्ग-सी हैड-केशियर के पद पर नियुक्ति दी गई, किन्तु उन्होंने यह नियुक्ति स्वीकार नहीं की। इस आधार पर उन्हें तीन वर्ष के लिये हैड-केशियर वर्ग-सी पद हेतु रोका (डिबार) गया। बैंक और यूनियन के बीच में वर्ग-"ई" हैड-केशियर हेतु जो समझौता दि. 3-6-88 को हुआ, उसके अनुसार वर्ग-सी में कार्यरत हैड-केशियर से ही वर्ग-ई हैड-केशियर पद हेतु आवेदन मंगाये जा सकते थे। यह आवश्यक था कि जिस दिन वर्ग-"ई" हैड-केशियर का पद रिक्त हो, उस दिन केवल उन्हीं लोगों में आवेदन मंगाये जायें जो वर्ग-सी हैड-केशियर के पद पर कार्यरत हैं। श्रमिक श्री केशरवानी ने कभी भी वर्ग-सी हैड-केशियर का काम नहीं किया। श्री केशरवानी को बैंक की सिंगौडी शाखा में हैड-केशियर वर्ग-"सी" बनाया गया था, किन्तु उन्होंने यह पद स्वीकार नहीं किया। इसके पश्चात् इनको कभी भी वर्ग-सी हैड-केशियर नहीं बनाया गया। ऐसी स्थिति में श्री केशरवानी को वर्ग-ई हैड-केशियर होने की पात्रता नहीं थी। जहां तक श्री कोरी का सवाल है, बैंक का यह कहना है कि दिनांक 10-4-90 को श्री मोतीलाल कोरी को हैड-केशियर वर्ग-सी बनाया गया। कटनी शाखा में हैड-केशियर की पोस्ट वर्ग-ई की हो गई और इस आधार पर श्री कोरी वर्ग-ई हैड-केशियर का काम देखने लगे। इसके पश्चात् उनका चयन हैड-केशियर वर्ग-"सी" से हैड-केशियर वर्ग-"ई" में किया गया।

5 समझौता दिनांक 3-6-88 जो बैंक और ट्रेड यूनियन के बीच में वर्ग-"ई" हैड-केशियर के लिये हुआ है, इसमें स्पष्ट उल्लेख है कि वर्ग-सी में जो कार्यरत हैड-केशियर है, उन्हीं से आवेदन आमंत्रित किये जायेंगे और वरिष्ठता के आधार पर वर्ग-"ई" में नियुक्ति दी जायेगी। श्री केशरवानी वर्ष 90 में हैड-केशियर वर्ग-सी नहीं थे। वास्तव में श्री केशरवानी ने इस पद पर कार्य नहीं किया, ऐसी स्थिति में श्री केशरवानी से आवेदन के लिये नहीं कहा गया।

6. जिस दिन कैटेगरी "सी" हैड-केशियर का पद कटनी शाखा में रिक्त हुआ, उस दिन श्री कोरी को हैड-केशियर वर्ग-सी नियुक्त किया गया। यह पद वर्ग-ई में परिवर्तित हो गया, इस कारण श्री कोरी भी हैड-केशियर वर्ग-ई का काम देखने लगे। जो प्रक्रिया बैंक ने श्री कोरी के संबंध में अपनाई है, वह द्विपक्षीय समझौता के आधार पर है। श्री केशरवानी कभी भी

3. The respondent filed a counter alleging that the averments made in the claim statement are false. It is false to say that the principles of natural justice were violated while terminating the services of the petitioner. The petitioner was given appointment only in leave temporary vacancy for a certain specified period and after expiry of the specified period for which he was appointed, does not amount to termination or retrenchment. It is false to say that the petitioner was in continuous service from 3-12-88 to 30-4-90. It is false to say that the petitioner's services were terminated without giving any notice and without payment of compensation. It is false to say the petitioner was paid wages in benami names and the petitioner was directed to submit an application to the Bank authorities for his appointment to the post of Sub-Staff. It is false to say that the petitioner has submitted an application for the Sub-staff post and that was not considered by the respondent. The recruitment of the Sub-staff post is being done from among the candidates sponsored by Employment Exchange and based upon the approved vacancies. To meet the exigencies of service, absence leave temporary increase in the work load, temporary appointments are being made in the Bank in Sub-staff cadre. These temporary appointments will automatically get terminated on expiry of the period for which such appointments were made. The persons appointed in temporary vacancies cannot claim permanent absorption in the service of the Bank.

and do not have any right to claim that they are eligible for pre-rata wages for the days they worked. The petitioner was given temporary appointment in lieu of temporary vacancy at Warangal Branch for a period of 119 days from the month of March, 1989 to August, 1990. It is false to say that the petitioner has put in 240 days of service in the period of 12 calendar months. The appointments in leave/temporary vacancies are being made on rotation basis so as to give opportunity to all such temporary employees. The appointments in leave/temporary vacancies depend upon that the availability of such leave vacancies. It is submitted that the respondent Bank has issued a calendar No. 310 Ref. 3/28 dt. 18-10-91 calling for applications from temporary employees who have worked in the respondent Bank for 90 days or more than after 1-1-82 to draw panels of such temporary employees for purpose of giving them employment in temporary vacancies initially and to absorb them in the regular service of the Bank as and when regular vacancies arise. The petitioner submitted an application and the said application is under process. At this stage the petitioner has filed this I.D. The petitioner is not entitled for reinstatement. Hence this I.D. may be dismissed.

4. The point for determination arises in this I.D. whether the action of the respondent in terminating the services of the petitioner by violating the provisions of Section 25-F of the I.D. Act and not considering him for empanelment for future employment in terms of the approach paper circulated by the Ministry of Finance in 1990, is justified? If so what kind of relief the petitioner is entitled to?

5. The petitioner contended that he was appointed as Sub-staff on daily wage basis under the control of the respondent from 3-12-1988 to 30-1-1990 without break in service. The termination order passed by the respondent dt. 1-5-90 is illegal, violative the provisions of Section 25-F of I.D. Act the respondent has not prepared any seniority list. The respondent resisted the plea taken by the petitioner. The petitioner was not sponsored by the Employment Exchange and he was appointed in the temporary basis. The petitioner worked from March, 1989 to August, 1990 for a period of 119 days and the petitioner is not in continuous service of 240 days in a calendar year. The petitioner is not entitled for reinstatement and Section 25-F of I.D. Act is not violated. The burden of proof lies on the petitioner in support of the petitioner's claim, petitioner himself examined as W.W-1 and filed documents Exhibits W-1 to W-4. To rebut the petitioner's evidence M.W-1 to M.W-2 are examined and filed documents Exs. M-1 to M-5, M.W-1, B. N. Narasiah Sub-staff/Attender of Andhra Bank deposed that he worked in the respondent Bank as Sub-staff/Attender from 3-12-88 to 30-4-1990. The manager of the Bank has terminated his services without giving any notice nor paid any compensation. After termination he has given application to the A.C.L. Hyderabad for conciliation and thereafter the matter was referred to this court. While the case was pending before the A.C.L. Hyderabad for conciliation, the management represented that he will be provided employment as per the notification issued then he applied for job. But the respondent has not taken him into service. Ex. W-1 is the Diary of petitioner, wherein his attendance was marked. Ex. W-2 is the application given by petitioner to the Andhra Bank, Manager. Ex. W-3 is the acknowledgement to the Ex. W-2. Ex. W-4 is the another representation given to take him into service. One Venu is senior to him as Sub-staff employee and other junior one by name Ramesh working along with him were still continuing in the respondent's bank, but he was terminated by the respondent. To rebut the petitioner's evidence M.W-1, S. Prasad Rao, Inw Officer, Andhra Bank, at Head Office, Hyderabad deposed that the petitioner worked as a Sub-staff/Attender from March, 1989 to August, 1990 for a period of 119 days at Warangal main Branch of Andhra Bank. The petitioner was not sponsored by the Employment Exchange. The appointment as sub-staff is irregular. In the year 1990 the Government of India issued guidelines for empanelment of temporary appointments. On the basis of the guidelines the Bank issued Circular in the year 1991. Ex. M-4 is the said circular. Ex. M-3 is the guidelines issued by the Government. As per the circular Ex. M-4, those who completed 90 days of service subsequent to 1-1-1982 in the bank are entitled for empanelment. The petitioner also applied for empanelment and he is also eligible for empanelment. There was a settlement in the year 1991 with regard to the appointment of the temporary employees and regarding the sub-staff. Ex. M-5 is the settlement dt. 7-1-1980. As 2622 GI/97—10.

per the said settlement 25 percent of vacancies in the Sub-staff cadre has to be filled up by way of conversion of sweepers as Sub-staff. The petitioner was not terminated from service. M.W-2 S. Rajagopal, Manager (Advances) in Guntur Branch deposed that in the years 1988 to it he worked in the Warangal Branch. The petitioner worked as temporary sub-staff in Warangal Branch. While the petitioner was working, no attendance register was maintained. He is not aware of Ex. M.W-1. The petitioner contended that he was appointed as Sub-staff worker on 3-12-88 and he continued upto 30-4-1990 without break in service. The submission made by the petitioner is concerned the petitioner has filed Ex. W-1 a note book. Wherein the attendance of the petitioner was marked. The petitioner contended that as per this note book the Bank officials marked the attendance of the petitioner and he was in continuous service upto 30-4-1990. The respondent resisted the plea taken by the petitioner. The note book submitted by the petitioner is not maintained by the Bank and the signatures put in the note book are denied by the respondent. On the other hand the respondent has taken a specific plea that the petitioner was irregularly appointed as Sub-staff and he was continued from March 1989 to August, 1990 for a period of 119 days at Warangal Branch. To substantiate the claim of the petitioner M.W. 1 and 2 were examined. It is an admitted case of the petitioner that the petitioner herein filed I.As. 30/95 and 15/97 to summon the records from the Bank to establish with regard to the continuous service. The respondent has taken a specific plea in the I.A's that the documents called for are relating to the period prior to 1990, but the Bank preserves Attendance registers for a period of 3 years as per the rules of the Bank and those documents were destroyed. In these circumstances the order passed by this court and the petition were dismissed. The petitioner prayed to summon the records pertaining to Main day voucher for the period from November, 1989 to February, 1990 : Attendance register of daily wage workers : Payment vouchers from 3-12-1988 to April, 1990 of all daily wage workers and also the credit vouchers pertaining to S. B. Account No. 20199 for the period from 3-12-1988 to April, 1990. As per the evidence of M.W-1 discloses that the petitioner worked as a temporary sub-staff from March, 1989 to August, 1990 for a period of 119 days at Warangal. In the course of cross-examination he has admitted that the daily wage workers will be paid the daily wages and they have recruited the daily wage workers without getting authorisation from the head office. The payment registers of daily wage workers have to preserve for certain period. He also admitted that he has not verified the records pertaining to the Warangal Branch. As per the evidence of M.W-2 goes to show that the petitioner worked as Sub-staff worker in the Bank, but he has denied the signatures put in the note book Ex. W-1. He admitted that there are vouchers for payment of the wages paid to the petitioners. Ex. W-1 contains his signature, as stated that sometime he signed his signature in full and sometimes puts only initials. Moreover the petitioner has filed I.As 15/97 and 30/95 and the said I.As. were dismissed. As per the evidence of W.W-1 discloses that he was appointed as a Sub-staff on 3-12-89 in the Andhra Bank at Warangal Ex. W-1 is the note book, wherein the attendance of the petitioner was marked and it was signed by M.W-2. As per Ex. W-1 it reveals that the petitioner is in continuous service from 2-1-1989 to 30-4-90. On the other hand the respondent has admitted that on the representation given by the petitioner the petitioner was empanelled, but the respondent has not filed any document in the court to show that the petitioner was empanelled by the respondent and showing the seniority list maintained after empanelment. The respondent contended that the clearance was also received from the Director General of Employment for the preparation of the empanelment of workmen who are found to be eligible for the empanelment. It is also an admitted case of the parties that the petitioner has made representation for reinstatement. The guidelines issued by the Government of India for empanelment, Ex. M-3 is the Approach paper on the issue of Temporary employees in Banks. Ex. M-4 is the Circular issued by the Andhra Bank, Central Office, Hyderabad. As per the said Circular issued on 10-10-91 to draw panels of eligible persons who have worked in Sub-staff shall be in the Bank on the temporary basis for 90 days or more, subsequent to 1-1-1982. The empanelment of the Temporary Sub-staff shall be made at Central Office subject to their eligibility, suitability, clearance of Director General of Employment and Training etc. initially the candidates enlisted in the panel shall be considered for

temporary appointments in leave vacancies and on rotation basis; absorption of these temporary employees shall be made subject to availability of identified vacancies from time to time within the permissible staff growth level and the statutory requirements regarding reservations for SC/ST/Ex-SM/PH etc. As per this circular issued by the Andhra Bank, Head Office, Hyderabad itself goes to show that those who worked as sub-staff employee for 90 days or more are eligible for empanelment. In our present case is concerned the petitioner is a Sub-staff employee of the respondent Bank and he worked continuously from 3-12-1988 to 30-4-1990. But the respondent has terminated his services. Even the respondent has not filed any record to show that the petitioner was empanelled and any consideration was made in respect of appointment. On the other hand Ex. W-4 is the letter given by the petitioner to the Regional Manager, Andhra Bank, dt. 9-10-95. Wherein he has mentioned that he is ready to withdraw his case, if the respondent fulfil of all his benefits which are mentioned in the Central I.D. No 1/94. Moreover when the petitioner was in the continuous service of more than 240 days. The respondent has not issued any notice nor paid any compensation, which is a violation of Section 25-F of the I.D. Act. In support of the petitioner's claim the petitioner has relied upon a decision reported in 1985 Supreme Court cases-Page-975-U/Sec. 2(oo)/W-A, 25-B (2) (a) (ii), 25-F, 25-N and 25-Q of I.D. Act, 1947. (H. D. Singh Vs. Reserve Bank of India and others) wherein it was held that Tikka Mazdoor for helping Examiners of Coins/Notes appointed by Reserve Bank of India. Actually working for a continuous period of more than 240 days in a year including Sundays and other paid holidays taking of his name from roles held amounting to retrenchment covered by Section 25-F". It is further held that "Employer's failure to produce attendance register to controvert workman's claim, on facts held 'workman's claim acceptable'. By applying the principles laid down in this, in our present case also the petitioner is worked for more than 240 days continuously, but the respondent failed to produce the record which is in the custody of the Bank. On the other hand the evidence of petitioner goes to show that he worked continuously. The petitioner contended that he has worked continuously in the respondent Bank for more than 240 days, but the respondent has failed to produce the record and taken a plea that the records were destroyed, but there is no evidence put forth by the respondent with regard to the destruction of the records. As such an adverse inference can be drawn against the respondent. In support of the petitioner's claim, he relied upon a decision reported in 1994-LAB.I.C.-NOC-381 (Andhra Pradesh)- U/Sec. 114 of Evidence Act, (1 of 1862)-(Union of India and another etc. V/s. Mohd Saheb and others) wherein it is held "Failure to produce record on ground that they may have been destroyed-Absence of positive averment showing that records were not available-Adverse inference drawn". In our case also the respondent has taken a false plea that the records were destroyed. The principle laid down in this case, can be applicable in our present case. The respondent contended that the petitioner was appointed as Sub-staff in the Bank and his appointment itself is illegal and the petitioner is not having any right. In support of the respondent claim, relied upon a decision reported in 1992. LIJ-Supreme Court cases-P-452-(U/Arts. 21, 41 of Constitution of India) (Delhi Development Horticulture Employees' Union Vs. Delhi Administration, Delhi & others) wherein it is held "Persons employed in the District Rural Development Agency which implements Tawar Pongar Yojna cannot claim regularisation most because they have not in more than 240 days service- such regularisation would jeopardise interests" wherein it is further held "the casual labour does not have a right of preference in the matter for appointment when the permanent appointment is made he can claim preference only if appointment of casual nature is made by employer after termination of his services. If regular requirement is made in the service such a regular recruitment can only be made in accordance with law and Articles 14 and 16 of the Constitution of India. A casual employee cannot claim precedence/preference in the matter of regular appointment. He has to compete with the other eligible persons for the regular appointment. In our present case the petitioner was appointed as a Sub-staff and he was in continuous service for more than 240 days. On the other hand the respondent has illegally terminated his services on 1-5-90 and moreover the respondent themselves admitted that the petitioner was already in the empanelment. On the basis of the seniority list he will be taken

into consideration for reinstatement. On the other hand when the guidelines were issued by the Bank those who worked 90 days or service they will be considered for empanelment and a settlement arrived in between the management of the Bank and the representatives of the employees as per Ex. M-5 Memorandum of settlement. But the respondent has illegally terminated the services of the petitioner. The termination order passed by the respondent is not sustainable, which is violation of Section 25-F of the I.D. Act. In this case a reference is made by the Government of India to this court to decide whether the action of the management in termination the services of petitioner w.e.f. 1-5-1990 and in not considering his candidature for empanelment for his future employment in terms of the Approach Paper circulated by the Ministry of Finance in 1990 is justified? The respondent during the course of arguments has admitted that the petitioner's candidature was considered by the management of Andhra Bank and his name was included in future employment in terms of the Approach Paper circulated by the Ministry of Finance in 1990. The evidence of the petitioner besides the documentary evidence discloses that the respondent has illegally terminated the petitioner from services even though the petitioner was enlisted in the employment. The respondent has not filed the empanelment panel in the court. The oral termination order passed by the respondent is a violation of the provisions of Section 25-F of the I. D. Act. As such the termination order passed by the respondent is set aside and the respondent is directed to reinstate the petitioner into service on the basis of the seniority list of the empanelment made by the respondent. The petitioner is not entitled for continuity of service, backwages and other attendant benefits.

6. In the result an award is passed directing the respondent to reinstate the petitioner into service on the basis of the seniority list of the empanelment made by the respondent. The petitioner is not entitled for continuity of service, backwages and other attendant benefits. This award shall come into force from the date of publication of this award by virtue of the powers conferred to this court U/Sec. 17-A of the I.D. Act.

Dictated to stenographer and transcribed by him, corrected and given under my hand and the seal of this court on 4th September, 1997.

Sri G. BHOOPATHI REDDY,
Judge Labour Court

APPENDIX OF EVIDENCE WITNESSES EXAMINED

For Petitioner :

W.W-1 : 27-7-96, B. Narsaiah

For Respondent :

M.W-1 30-11-96—S. Prasada Rao.

M.W-2 27-01-97—S. Rajagopal.

EXHIBITS MARKED :

For Petitioner :

Ex. W-1 — —Diary of B. Narsaiah.

Ex. W-2 27-11-91—Application form of B. Narsaiah.

Ex. W-3 28-11-91—Postal acknowledgement card of respondent.

Ex. W-4 9-10-95.—Representation of B. Narsaiah to the Regional Manager, Andhra Bank, Warangal.

For Respondent :

Ex. M-1 9-1-95—Copy of memorandum of settlement between the management of Andhra Bank and employees Union.

Ex. M-2 9-10-95—Letter of petitioner to the General Manager with regard to withdrawal of the case in view of settlement.

- Ex. M-3 9-10-95—Approach paper on the issue of temporary employees in Banks.
- Ex. M-4 18-10-91—Circular issued by the General Manager for empanelment/absorption of temporary employees.
- Ex. M-5 7-4-86—Memorandum of settlement U/Sec. Sub-Sec. (3) of Sec. 12 of I.D. Act between the management and their workmen representatives union.

नई दिल्ली, 3 अक्टूबर, 1997

का. आ. 2795:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारी पानी परियोजना के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-97 को प्राप्त हुआ था।

[सं. एल.-42012/45/95-आई आर (डी. यू.)]
के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 3rd October, 1997

S.O. 2795.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Heavy Water Project and their workman, which was received by the Central Government on 3-10-97.

[No. L-42012/45/95-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT :

Sri. V. V. Raghavan, B.A., LL.B., Industrial Tribunal-I

Dated, 18th day of August, 1997

Industrial Dispute No. 92/1996

BETWEEN :

The General Secretary,
Contract Labour and Daily Wages Workers,
Union (UNTUC) Aswapuram, Khammam District
.. Petitioner.

AND

The General Manager,
Heavy Water Project, Aswapuram,
Khammam District. .. Respondent.

APPEARANCES :

Sri G. Ravimohan, Advocate—for the Petitioner.
Sri P. Damodar Reddy, Advocate—for the Respondent.

AWARD

The Government of India, Ministry of Labour, New Delhi by its order No. L-42012/45/95-IR(DU) dated 27-6-96 referred the following dispute under Section 10(1)(d) and 2A of Industrial Dispute Act, 1947 for adjudication :

"Whether the action of the management of Heavy Water Project in terminating the services of Shri Md. Ariful Hussain is legal and justified ? If not, to what relief the workman is entitled to ?"

2. Both parties appeared, the petitioner filed his Claim Statement on 5-10-96. The Respondent also filed his counter on 20-11-96 and filed documents on 20-2-97. The matter is posted for enquiry from time to time. But the petitioner did not adduce any evidence, though 6 adjournments were granted to them.

3. On perusal of the docket sheet from 20-2-97 to 18-8-97. It is presumed that the petitioner is not interested to prosecute the matter, though the Respondent was ready. On 18-8-97 the petitioner's counsel appeared and submitted that there are no instructions from the petitioner. The petitioner is absent. Therefore, it is unnecessary to keep the dispute on the file of this Tribunal. Hence the I.D. is closed.

Given under my hand and the seal of this Tribunal, this the 18th day of August, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I

No oral or documentary evidence is adduced by both the parties.

नई दिल्ली, 3 अक्टूबर, 1997

का. आ. 2796:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हैवी वाटर प्रोजेक्ट मनुगुर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-97 को प्राप्त हुआ था।

[सं. एल.-42012/104/95-आई आर (डी. यू.)]
के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 3rd October, 1997

S.O. 2796.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Heavy Water Project Manugur and their workman, which was received by the Central Government on 3-10-97.

[No. L-42012/104/95-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT :

Sri. V. V. Raghavan, B.A., LL.B., Industrial Tribunal-I

Dated, 21st day of August, 1997

Industrial Dispute No. 73/1996

BETWEEN :

Shri M. Mallikarjuna Rao, Ex-Casual Labour,
C/o. Shri Syed Khasim Hussain,
C-9/1, D. No. 235 Aswapuram Colony Post,
Aswapura, Khammam District-507116. .. Petitioner.

AND

The General Manager,
Heavy Water Project,
Aswapuram,
Khammam District. .. Respondent.

APPEARANCES :

Sri V. Padmanabha Rao & R. Devender Reddy, Advocates,—for the Petitioner.

Sri P. Damodar Reddy, Advocate—for the Respondent.

AWARD

The Government of India, Ministry of Labour, New Delhi by its Order No. L-42012/104/95-IR(DU) dated 30-5-96 referred the following dispute under Section 10(1)(d) and 2A of Industrial Disputes Act, 1947 for adjudication :

"Whether the action of the management of the Heavy Water Project, Manugur in retrenching the services of Sri M. Mallikarjuna Rao is proper, just and legal ? If not, to what relief the workman is entitled to ?"

2. Both the parties appeared. The petitioner filed the Claim Statement along with the documents on 19-10-96 and the Respondent filed the counter on 19-12-96. The Respondent also filed the documents on 20-2-97. The matter was posted for enquiry from time to time. The petitioner did not appear to adduce evidence though six adjournments were given.

3. On perusal of docket sheet from 20-2-97 to 21-8-97 though the Respondent is ready the petitioner is not getting ready for enquiry. The petitioner is not attending the court to prosecute the matter. It is presumed that the petitioner is not interested to contest the matter. Therefore it is unnecessary to keep this matter on the file of this Tribunal.

Hence the I.D. is closed.

Given under my hand and the seal of this Tribunal, this the 21st day of August, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I

No oral or documentary evidence is adduced by both the parties.

नई दिल्ली, 3 अक्टूबर, 1997

का. आ. 2797:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सब-डिविजनल ऑफिसर (फोन्स), अदोनी के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-97 को प्राप्त हुआ था।

[सं. एल.-40012/77/95-आई आर (डी यू)]

के. वी. बी. उष्णी, डेस्क अधिकारी

New Delhi, the 3rd October, 1997

S.O. 2797.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sub-Divisional Officer (Phones), Adoni and their workman, which was received by the Central Government on 3-10-97.

[No. L-40012/77/95-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE
BEFORE THE INDUSTRIAL TRIBUNAL-I AT
HYDERABAD

PRESENT :

Sri. V. V. Raghavan, B.A., LL.B., Industrial Tribunal-I

Dated, 4th day of April, 1997

Industrial Dispute No. 126/96

BETWEEN :

Shri K. Sreenivasulu, D. No. 356/24,

Karvanpet, Adoni, Kurnool District A.P.,

.. Petitioner.

AND

The Sub-Divisional Officer,

Telephones Adoni, Kurnool District. .. Respondent.

APPEARANCES :

Sri R. Yogendar Singh, Advocate—for the Petitioner.

Sri P. Damodar Reddy, Advocate—for the Respondent.

AWARD

The Government of India, Ministry of Labour New Delhi by its order No. L-40012/77/95-IR(DU) dated 26-8-96, referred the following dispute under section 10(1)(d) and 2A of Industrial Dispute Act, 1947 for adjudication :

"Whether the sub-Divisional Officer (Phones) Adoni is justified in terminating the services of Shri Srinivasulu with effect from 1-4-91. If not to what relief he is entitled to ?"

2. Both parties appeared, the petitioner filed Claim statement, on 19-10-96 and the Respondent filed a counter on 19-12-96. Thereafter the matter was posted for enquiry from time to time.

3. In spite of giving so many adjournments i.e. from 10-12-1996 to 4-4-97 to the parties, they did not come forward either to file the documents or to adduce evidence on their behalf. This Tribunal has taken to view that the parties are not interested to prosecute the matter and hence the I.D. is closed.

Given under my hand and the seal of this Tribunal, this the 4th day of April, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I

NOTE :

The I.A. No. 64/97 filed by the petitioner to restore the above matter. Condoned to delay in filing the petition under section 5 of Indian Limitation Act, applies to courts only but not this Tribunal. This Tribunal is not a court. Hence the I.A. No. 64/97 is dismissed.

नई दिल्ली, 3 अक्टूबर, 1997

का. आ. 2798:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गन कैरिज फैक्ट्री के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-97 को प्राप्त हुआ था।

[संख्या एल-14012/93/90-आई आर (डी . यू .) II]

के. वी. बी. उष्णी, डेस्क अधिकारी

New Delhi, the 3rd October, 1997

S.O. 2798.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabal Pur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Gun Carriage Factory and their workman, which was received by the Central Government on the 3-10-1997.

[No. L-14012/93/90-IR (DU)]
K. V. B. UNNY, Desk Officer.

अनुबंध

केन्द्रीय श्रम औद्योगिक अधिकरण एवं श्रम न्यायालय,
जबलपुर (म. प्र.)
डी. एन. दीक्षित
पीठासीन अधिकारी

प्र. कं. सीजीआईटी/एलसी(श्रम) (106)/91
श्री एस. के. दुबे,
जनरल सेक्रेटरी,
जी. सी. एफ. लेबर यूनियन,
365/4, टाईप—2, जीसीएफ इस्टेट
जबलपुर (म. प्र.)

—प्रार्थी

वि.
महाप्रबंधक,
गन कैरिज फैक्ट्री,
जबलपुर (म. प्र.)

—प्रतिप्रार्थी

अवार्ड

दिनांकित : 18-09-1997

1. भारत सरकार, श्रम मंत्रालय ने अपने आदेश सं. एल—14012/93/90 आई श्रम. (डी. यू.) दिनांकित 9-5-91 द्वारा निम्नलिखित विवाद निराकरण हेतु इस न्यायाधिकरण को प्रेषित किया है :—

अनुमूची

“क्या गन कैरिज फैक्ट्री, जबलपुर के प्रबंधकों द्वारा श्री रेवाराम आत्मज जुक्खू, कंप्रेशर अटेंडेंट, गन कैरिज फैक्ट्री, जबलपुर के सेवा अभिलेखों में अंकित जन्म तारीख 6-11-32 को सुधार कर स्कूल प्रमाण-पत्र में अंकित जन्म तारीख 5-6-42 दर्ज न किए जाने की कार्यवाही न्यायोचित है। यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है।”

2. दोनों पक्षों को स्वीकार है कि श्रमिक श्री रेवाराम पुत्र जुक्खू गन कैरिज फैक्ट्री, जबलपुर में वर्ष 1962 से कार्यरत है। श्रमिक ने स्कूल में अंकित जन्म-तिथि लिखने का आवेदन दिया, जिसे प्रबंधकों ने अस्वीकार किया।

3. श्रमिक के अनुसार सन् 62 में जब वह नौकरी में आया तब उसने अंदाज से अपनी आयु बतलाई। गन कैरिज फैक्ट्री, जबलपुर में जब पेम्पीय कामगारों को दी जाने लगी, तब श्रमिक को यह ज्ञान हुआ कि उसकी जन्म तिथि प्रतिप्रार्थी के अभिलेखों में गलत लिखी है। श्रमिक ने स्कूल से प्रमाण पत्र प्राप्त किया और यह अनुरोध किया कि उसकी जन्म तिथि 5-6-42 है और इसे ही सर्विस-बुक में अंकित किया जाए। प्रतिप्रार्थी प्रबंधकों ने यह आवेदन निरस्त कर दिया। श्रमिक की प्रार्थना है कि उसकी स्कूल में अंकित जन्मतिथि 5-6-42 उसके सेवाअभिलेखों में अंकित की जाए।

4. प्रतिप्रार्थी प्रबंधकों के अनुसार दिनांक 6/11/62 को जब श्रमिक ने नौकरी प्रारंभ की तब उसकी जन्मतिथि के बारे में उसने कोई लेख प्रस्तुत नहीं किया। उसकी आयु की जांच के लिए डाक्टरों परीक्षण द्वारा निर्धारित 30 वर्ष की आयु सर्विस बुक में लिखी गई। श्रमिक ने नौकरी प्रारंभ करने के 5 साल के अन्दर अपनी जन्मतिथि दुरुस्त नहीं कराई। सर्विस बुक में जो भी आयु अंकित है, वह डाक्टरों परीक्षण के आधार पर अंकित है। इस जन्म तिथि को संशोधन करना न्यायोचित नहीं है।

5. वर्तमान प्रकरण में सर्विस बुक प्रस्तुत की गई है, इसके अवलोकन से ज्ञात होता है कि श्रमिक ने नौकरी करते समय यह लिखाया था “उसके पास उम्र का कोई प्रमाण पत्र नहीं है और न मैं कभी पेश कर सकता हूं। डाक्टर जो भी उम्र लिखी है, उसे मैं सही मानता हूं। इस लिखावट के नीचे श्रमिक के हस्ताक्षर हैं। डाक्टर ने श्रमिक की आयु 30 वर्ष पाई और उसकी आयु 6-11-32 निर्धारित की। दिनांक 6-11-62 से 29-9-87 तक श्रमिक ने कोई प्रयास अपने जन्मतिथि के संशोधन के लिये नहीं किया। नौकरी शुरू करने के 25 साल बाद उसने स्कूल का सर्टिफिकेट प्रस्तुत किया, जिसमें जन्म तिथि 10 साल कम की लिखी हुई है। इस प्रमाण पत्र के अनुसार 1-10-53 को श्रमिक ने स्कूल छोड़ा था। तर्क के लिए अगर मान लिया जाए कि श्रमिक ने स्कूल छोड़ा था तो इसका प्रमाण पत्र श्रमिक को नौकरी करने समय ही प्रस्तुत करना था।

6. यह बात समझ में नहीं आती कि अगर श्रमिक की जन्मतिथि 5-6-42 मानते हैं तो उसने 20 वर्ष की आयु में नौकरी प्रारंभ की। 20 वर्ष का नवयुवक और 30 वर्ष के नवयुवक के शरीर में गंभीर अंतर होता है। कोई भी डॉक्टर धोखा नहीं खा सकता। श्रमिक का यह तर्क स्वाभाविक प्रतीत नहीं होता।

7. जनमेवाओं में अगर जन्मतिथि का आसानी से संशोधन करने की अनुमति दे दी जाये तो बड़ी अव्यवस्था हो जायेगी, इसीलिए जो पहली बार जन्मतिथि कर्मचारी या श्रमिक देना है, उसमें संशोधन जांच-पड़ताल के बाद होगा है। वर्तमान प्रकरण में श्रमिक को ज्ञात था कि वह स्कूल गया

है, फिर भी उसने नौकरी करते समय स्कूल का लेख प्रति-प्राप्ति को नहीं दिया। 25 वर्ष बाद लेख प्रस्तुत किया, जब कि मेवानिधुति के लिए 5 वर्ष शेष रह गये थे। प्रकरण की इन परिस्थितियों में प्रतिप्राप्ति का आदेश विधिवत् है। जन्मतिथि में संशोधन की आवश्यकता नहीं है। यह घोषित किया जाता है कि जो जन्मतिथि सविन-बुक में (6-11-32) प्रतिप्राप्ति ने अंकित की है, इसमें संशोधन की आवश्यकता नहीं है। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

8. अवार्ड की प्रतियां नियमानुसार, भारत सरकार, श्रम मंत्रालय को भेजी जाती है।

डी०एन० दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 8 अक्टूबर, 1997

का०आ० 2799:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महानगर टेलीफोन निगम लिमिटेड, मुम्बई के प्रबन्ध-तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं० 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-97 को प्राप्त हुआ था।

[सं० एल०-40012/234/94-आई०आर० (डी०यू०)
के०वी०बी० उण्णी, डेस्क अधिकारी

New Delhi, the 8th October, 1997

S.O. 2799.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mahanagar Telephone Nigam Ltd., Mumbai and their workman, which was received by the Central Government on the 8-10-1997.

[No. L-40012/234/94-IR (DU)]

K. V. B. UNNY, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II
MUMBAI.

PRESENT :

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2/13 OF 1996.
EMPLOYERS IN RELATION TO THE
MANAGEMENT OF M.T.N.L.

AND

THEIR WORKMEN

APPEARANCES :

For the Employer : M/s. S. I. Shah & Co.
Advocates.

For the Workmen : Mr. N. Y. Lokhande,
Advocate.

Mumbai, dated 15th September, 1997.

AWARD

The Government of India, Ministry of Labour by its Order No. L-40012/234/94-IR (DU), dated 30-1-1996 had referred to the following Industrial Dispute for adjudication.

"Whether the action of the management of Mahanagar Telephone Nigam Ltd., Bombay in terminating the services of Shri Ravindra Yashwant Baing w.e.f. 30-11-1986 is justified? If not, to what relief the workman is entitled to?"

2. Ravindra Yashwant Baing pleaded that on 1st April, 1985 the Chief General Manager, Mahanagar Telephone Nigam Limited appointed him as a casual labourer under the Assistant Engineer (In+1), Mankurd Telephone Exchange. He served in that capacity till 30-11-1986. It was in different units. It is asserted that he completed × 561 days in that period.

3. The workman asserted that he was retrenched w.e.f. 30-11-1986 by a letter dated 13-11-1986. It is asserted that while giving such a notice the management did not comply with the provisions of section 25-F of the Industrial Disputes Act of 1947. It is asserted that in that notice the reasons shown was that he got employment as an under aged which is not permitted. It is asserted that the Government of India service rules provides under aged persons employment in certain categories. The workman was physically fit for getting such an appointment. It is therefore he was sponsored by the employment exchange.

4. The workman asserted that as he is illegally terminated he is entitled to reinstatement in service in continuity alongwith back wages. He also prayed for consequential benefits.

5. The management resisted the claim by the written statement Ex.-7. It is asserted that the court has no jurisdiction to decide the reference. It is pleaded that the claim which is raised by the workman is after the lapse of five and a half years which is a abnormal delay and on this ground alone the reference is to be dismissed. It is pleaded that for the first time the worker approached the management was on 1-12-1993.

6. The management pleaded that when the worker sought employment under the Bombay Telephone Exchange he was minor. After attaining the age of majority he had not completed 240 days from the date of the reference to the calculations is to be made. It is submitted that M.T.N.L. has not appointed him at all, nor he was sponsored by employment exchange. It is averred that under such circumstances the workman is not entitled to any of the reliefs as claimed.

7. The workman filed a rejoinder at Ex.-8. He reiterated the claim made in the statement of claim. It is averred that he got the employment as an

employment exchange sponsored his name on 27-9-1985. It is asserted that the Department of Telecom had clarified the position that the services which is rendered by an under aged employee should be considered for granting temporary status.

8. The issues are framed at Exhibit-6. The issues and my findings there on are as follows :

Issues	Findings
1. Whether the Tribunal has jurisdiction to entertain and decide the reference ?	Yes.
2. Whether the claim of the workman is stale ?	No.
3. Whether the workman is entitled to the different schemes issued by the department ?	No.
4. Whether the action of the management of Mahanagar Telephone Nigam Limited in terminating the services of Shri Ravindra Yashwant Baing w.e.f. 30-11-1986 is justified ?	No.
5. If not, what relief the workman is entitled to ?	As per Order.

REASONS

9. The issue of jurisdiction has to be seen by the Tribunal. It is not necessary that the adverse party should raise the issue then only the Tribunal can embark upon it. It is general contention that in view of the case, Sub-Divisional Inspector Posts Vs Theyyam Joseph 1996 II Supreme 487, the telecommunication is not an industry and this Tribunal has no jurisdiction to decide the matter.

10. In Joseph's case Their Lordships observed "India is a sovereign, socialist, secular democratic republic has to establish an egalitarian social order under rule of law. The welfare measures pertain the character of sovereign functions and the traditional duty to maintain law and order is no longer the concept of the state. Directive Principles of State policy enjoin the state diverse duties under IV of the constitution and performances of the duties are constitutional and functions. One of the duties is of the state, to provide telecommunication service to the general public as an amenity and so is the essential part of sovereign function of the state, as a welfare state, it is not therefore an industry."

11. The learned advocate for the workman placed reliance on various authorities and tried to submit that Mahanagar Telephone Nigam Limited is an industry. According to him in state of Bombay and Ors. Vs. Hospital Mazdoor Sabha & Ors. 1960 I LLJ 251 it is observed it is the character of the activity which decides the question as to whether the activity in question attracts the provisions of 2(i) of the Act. It is further observed who conducts the activity and whether it is conducted for profit or do not make a material difference. Their

Lordships also referred to Schedule I to the Act which innumerate industries which may be declared as public utility service under section 2(N) of the Act.

12. In Corporation City Nagpur and its employees 1960 I LLJ 523 Their Lordships considered the scope of the definition industry. It is observed that however wide the definition of industry might be it could not include the legal or sovereign functions of the state viz. the primary and inalienable functions of a constitutional Government which should be confined to administration of justice, maintenance of law and other legislative functions.

13. In the management of Safdurjung Hospital, and Kuldeep Singh Sethi 1970 II LLJ 266, Their Lordships while considering whether Hospital run by Government or a local authority or by charitable institutions not as a economic activity as an industry held that they are not governed by the definition of Industry in section 2(j) of the Act. In paragraph 14 and 15, Their Lordships discussed the point regarding material services. It is observed that material services are not services which depend wholly or largely upon the contribution of professional knowledge, skill or dexterity for the production of the result. Such a service given individually and by individual are services no doubt but not material services. These services involve inactivity carried on through co-operation between employers and employee to provide a community with a use of something such as electric power, water transportation, mail delivery, telephones and the like.

14. Then comes the Bangalore Water Supply and Sewerage Board etc. and A. Rajappa & Ors. 1978 I LLJ 349. The Constitutional Bench of seven Judges discussed various aspects namely what is industry and laid down different tests for coming to conclusion where a particular activity is an industry or not. The Learned Advocate for the workman more particularly placed reliance on paragraph 46 and 47 of the Judgment. He also referred to paragraph 131 of the Judgment. It is observed therein that what is the dominant nature test. It is stated that sovereign functions strictly understood alone qualified for excepting not the welfare activities or economic adventures undertaken by Government or statutory bodies.

15. In Dahri Gram Panchayat and Shri Brahad Saurashtra Safai Kamgar Mandal Rajkot 1971 I LLJ 508, wherein it is held that the conservancy and the sanitary activity carried on by Panchayat would be covered by the definition of the word industry. Such activity being a material service and a public utility service, the workers are the workman as defined in section 2(j) of the Act.

16. In another case between Umanyaman and State of Kerala 1983 I LLJ 267. Their Lordships have given a test for determining which establishments in an industry are an industry or not. The Reference was regarding clerk, typists, khalsis. While deciding it Their Lordships observed sovereign functions strictly understood alone qualify for exemptions not the other activities or economic adventure taken by Govern-

ment or Statutory bodies. In another case *Bijoy Kumar Bharathi & Ors. Vs. State of Bihar* 1 LLJ 214 Their Lordships observed that the mere fact that there is a service code does not amount by necessary implication to the exclusion of the provision of the Industrial Disputes Act to Government department. If there were rules, for instance specially dealing with the manner in which temporary appointments could be terminated it could legitimately be argued that section 25F is excluded. For them the rules framed under the constitutional provisions would have precedence over the Act. It is not possible to accept the contention that the provisions of the Act do not at all apply to Government servants.

17. In *Union of India Vs. Presiding Officer Vs. Central Government Industrial Tribunal, Jabalpur*, FGR 1994 page 231 Their Lordships observed that the Central Ordnance department is a sovereign unit of the defence department of the Central Government and carried on systematic activity with the co-operation of the employees and the employers and is an industry as defined in section 2(j) of the Industrial Disputes Act of 1947.

18. In writ petition Nos. 1584 of 1981, 8721 of 1981 and 3122 of 1981 the Nagpur Bench of the High Court of Bombay held that telegraph department is an industry under section 2(j) of the Industrial Disputes Act. In *K.R.P. Kaimal and Anr. and Director of Postal services, Trivandrum* 1979 1 LLJ 176, it is observed by Their Lordships public utility services like the postal services comes under industry, such activity cannot be called as a sovereign functions solely because Rules framed under articles 309 and 310 governs such an employee. In another case between *Bhaskaran and Sub-Divisional Officer* 1982 11 LLJ 248 it is observed that post and telegraph and Telephone services are named public utility services under the Act. They are industries to which the provisions of section 10, 12 and 22 of the Act directly apply.

19. In *Delhi Science Forum Vs. The Union of India* (1996) 2 Supreme Court cases 405 wherein Their Lordships considered section 4 of the Telegraphic Act 1885 which speaks of granting of a licence to non government companies. That right flows from the sub-section 1 of section 4 which vests that privilege and right in the Central Government.

20. On the basis of the principles laid down in the above said authorities it is tried to argue that Telecommunication is an industry. It cannot be termed as a sovereign function of State. It is Government undertaking. It works for profits for all these reasons it clearly meets out the requirement of an industry under section 2(j) of the Act and is an industry.

21. The Learned Advocate for the management argued that the Tribunal in an earlier Reference No. 2/26/91 came to the conclusion on the basis of the Joseph's case that Telecommunication is not an industry. Judicial discipline wants that unless there is verdict from the superior court or that there is sufficient evidence on the record for changing the earlier views the Tribunal should not change its views. This proposition is acceptable. Further more, if it is found by the Tribunal that a view taken by it is in-

correct. There in that case it cannot be said that it should commit the same mistake in letter judgments Awards. It can very well correct himself as laid down in *Mafatlal Engineering Industries Ltd. Vs. Mafatlal Engineering Employees Union and Ors.* 1992 1 CLR 418. The Award of this Tribunal was challenged in SLP in *Bombay Telephone canteen employees, case.* It was confirmed.

22. The Learned Advocate for the workman argued that the Bangalore water works was delivered by a Constitution Bench of seven Judges. The view expressed in Joseph's case and later on in *Bombay Telephones case* is of a smaller bench of the same court. In view of Article 141 of the Constitution the decision given in those cases is "per incurritum". The Tribunal has to ignore it. In *Bombay Telephones case* Their Lordships had considered many of the authorities which were cited before me. The ratio therein cannot be said to be 'per incurritum'.

23. The Learned Advocate for the workman placed reliance on *Union of India and Ors. Vs. Godfrey Philips India Ltd.* (1985) 4 S. C. cases 369 and *Punjab Land Development and Reclamation Corporation Ltd. Chandigarh Vs. Presiding Officer Labour Court Chandigarh* (1990) 3 S. C. cases 682. These cases deals with the law that the principles laid down by larger bench are to be followed in relation to smaller bench, nobody disputes it.

24. The Supreme Court considered their views expressed in Joseph's case in *Bombay Telephone Canteen Employees Association, Prabhadevi Telephone exchange Vs. Union of India and Anr.* 1997 11 CLR 218 Their Lordships considered the *Bangalore Water Works Hospital Mazdoor Sabha, Corporation of City of Nagpur, Rajasthan State Electricity Board* and many other. They also considered the case of *Physical Research Laboratory Vs. K. G. Sharma J.T.* 1997(4) S. C. 527 and came to the conclusion that departmental canteen of Telephone is not an industry. It is observed that the employees working in a statutory canteen in view of respondents admission are holding civil posts and are being paid monthly salary and are employees. the necessary conclusion would be that the Tribunal has no jurisdiction under section 10(1) of Industrial Disputes Act.

25. In the above said authority their Lordships further observed that the employee gets a remedy under the Act by way of reference and remedy of a judicial redresser by way of proceedings under Article 226 or a petition filed before the Administrative Tribunal. They are co-existing. The court would therefore strike a balance between the competing rights of the individual and the state agency or instrumentality and decide the validity of the action taken by the management. Necessarily if the service conditions stand attracted all the conditions laid therein would become applicable to the employees with a fivty of tenure and guarantee of service subject to disciplinary action. His removal should be in accordance with the just and fair procedure envisaged under the rules or application of the Principles of Natural Justice. If the case may be in which event the security of the tenure of the employees is assured and the whim and the fancy vagov of the employer would be dattered and if unfair and unjust action is found established it

would be declared as an arbitrary, unjust or unfair procedure. On the other hand if the finding is that there exists no statutory rule or certified standing order exists or they are not either made inapplicable. The remedy of the reference under section 10 of the Act would always be available and avail of as it is an industry and india lead in Bangalore Water Supply Board case gets attracted.

26. In *Himanshu Kumar Vidyarthi and Ors. Vs. State of Bihar and Ors.* 1997 S. C. cases (L & S) 10/9 Their Lordships observed every department of Government cannot be treated to be an industry. When the appointments are regulated by the statutory rules the concept of industry of that extent stands excluded. In that case the petitioners were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. They are disengagement from service, cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of retrenchment therefore cannot be stretched to such an extent as to cover these employees since they are only daily wage employees and have no right to the post, their disengagement is not arbitrary. Relying on the ratio given in this authority it is tried to submit that the workman who is a casual labourer have no right for the employment. The other facts are different than the facts before me.

27. The ratio laid down from the above said authorities is that if the employees holds a civil posts and are being paid monthly salary and are employees, the necessary conclusion would be that the Tribunal has no jurisdiction to adjudicate the dispute on a reference under section 10(1) of the Act.

28. Admittedly the worker is a casual labourer. There is no appointment letter. The recruitment is not like that of civil servants. From the certificate of working days it does not reveal that he was paid monthly. There is no evidence that the worker was entitled to a particular pay scale. On the basis of the ratio in *Bombay Telephone* it has to be said that the worker does not hold civil posts. In the result the Tribunal can decide the reference under section 10(1) of the Industrial Disputes Act.

29. Ravindra Baing (Ex-9) affirms that he was appointed as a casual labourer on 1-4-85 and continued to work till 30-11-86. The total working days comes to 561. He affirmed that he was retrenched on 30-11-86 by a letter dated 30-11-86 which is at Exhibit-'A' statement of claim. The reason given in that letter is that he was retrenched as at the time of recruitment in the department he was under aged. He affirmed that looking to the nature of the job the under aged were created as casual labourers. He was physically fit.

30. It is tried to argue on behalf of the Mahanagar Telephone Nigam Limited that the clarification issued in respect of casual labourers grant of temporary status and regulation scheme does not support worker. In clause-3 it is observed that when a minor casual is employed his service period rendered before attaining the minimum age prescribed will not be counted for any purpose. This is a clarification issued by the department. It cannot have the effect of law. It cannot

be further seen that the schemes which were introduced by the department were made applicable to the persons eligible. Thousands of people were given benefit under the scheme. The worker cannot show how he is entitled under the scheme and that benefit is not given to him.

31. It is tried to argue that after formation of M.T.N.L. the worker did not complete 240 days in a year. That has no merit. It is because of the M.T.N.L. was formed it took of the employees of Bombay Telephones then working. Naturally the worker who was working at Bombay Telephones at the initial stage continued to work with M.T.N.L. As there are no service conditions for the appointment of the worker underaged at the initial stage cannot give any right to the Mahanagar Telephone Nigam Limited for terminating his service.

32. It can be seen that the last working day of the worker was 30-11-86 taking that day into consideration it is to be seen in the one year preceding that date how many days he worked. From the certificates which are produced collectively at Exhibit-B|1 to B|4 alongwith the statement of claim, it is very clear that he worked for more than 240 days in a year. Naturally while terminating his service he has to be given one months wages and the notice. Nothing is done in this matter. There is no compliance of section 25 F of the Act. Even for the sake of argument it is accepted that he was a minor at initial stage while retrenching his service the management has to follow the procedure laid down under section 25-F of the Act, which is not done in the matter. Therefore the retrenchment is void.

33. It can be seen that it is the case of the management that there is delay for raising the dispute. The dispute is raised after about six years. The worker in his cross-examination affirmed that nobody guided him to raise the dispute. Hence he did not do so. There is no reason why this explanation is not to be accepted. It is not that the union is behind him and therefore he could have raised the dispute at the earlier stage.

34. Ravindra admits that from the date of his retrenchment he is doing work of stage performer. He gets Rs. 2000-3000 per month. He admits that the casual labourer gets in all about Rs. 2000 per month. Obviously this amount is more than that of a casual labourer. Naturally even if he is entitled to reinstatement he is not entitled to any wages for that period. In the result I record my findings on the issues accordingly and pass the following order :

ORDER

1. The action of the management of Mahanagar Telephone Nigam Limited in terminating the service of Shri Ravindra Yashwant Baing w.e.f. 30-11-86 is not justified.
2. The management is directed to reinstate the workman as a casual labourer w.e.f. date of his termination.
3. The worker is not entitled to any back wages as he is gainfully employed.

S. B. PANSE, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

कां०आ०2800.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर (पी), एम०टी०एन०एल०, नई दिल्ली के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं० एल०-40011/27/88-डी०-2(बी०)]

के०वी०बी० उण्णी, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2800.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of General Manager (P), M.T.N.L., New Delhi and their workman, which was received by the Central Government on 10-10-97.

[No. L-40011/27/88-D.2(B)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI
I.D. No. 111/89

In the matter of dispute between :

Secretary,
Department of Telecommunication,
Sanchar Bhawan,
New Delhi-110001.

Versus

General Manager, (P),
Mahanagar Telephone Nigam Limited,
Jeevan Bharti Building,
Connaught Circus, New Delhi-110001.

APPEARANCES :

None for the workman.
Shri N. C. Sikri for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40011/27/88-D.2(B) dated 2-1-90 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the employers, namely, the Department of Communications and Mahanagar Telephone Nigam Ltd., Delhi and Bombay are justified in not regularising the daily wage/casual workmen in the appropriate categories to which they have been originally engaged i.e. semi-skilled/skilled categories of wireman/carpenter/draftsman? If not, to what relief the workmen concerned are entitled to?"

2. The case was fixed for award when the representative for the management has brought to my notice a judgment of Hon'ble Supreme Court of India reported in 1996 LIR 483 in which it was held as follows :—

"Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry."

3. In view of this situation the managements covered under the judgment of the Hon'ble Supreme Court and as such is not an "Industry". The Industrial Disputes Act would not apply in this case. On this ground alone the reference made by the Government is dismissed as this court has got no jurisdiction. However, workman is at liberty to approach the appropriate authority for redressal of his grievance. The parties are left to bear their own costs.

7th October, 1997.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

कां०आ०2801.—औद्योगिक विवाद अधिनियम, 1947

(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिटेण्डेंट ऑफ पोस्ट ऑफिस देहरादून के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं० एल०-40012/1/90-आई०आर० (डी०यू०)]

के०वी०बी० उण्णी, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2801.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Supdt. of Post Offices, Dehradun and their workman, which was received by the Central Government on 10-10-97.

[No. L-40012/1/90-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI
I. D. No. 53/91

In the matter of dispute between :

Shri Hareh Kumar S/o Shri Dayal Singh Rawat,
through Raja/shwere P. Goyle,
117, Chander Nagar, Dehradun-248001.

Versus

Senior Superintendent of Post Offices,
Deharadoon Mandal, Dehradun-248001.

APPEARANCES :

Shri R. P. Goel for the workman.
Shri Rati Ram PRI for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/1/90-I.D. (D.U.) dated 16/30-11-90 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the Sr. Supdt. of Post Offices, Dehradun is justified in terminating the services of Shri Hareh Rawat S/o Shri Dayal Singh Rawat w.e.f. 1-3-88 is justified? If not, what relief the workman concerned is entitled to?"

2. The Hon'ble Supreme Court in case 1996 LLR 483 Sub-Divisional Inspector of Ports, Vaikam and others Vs. Theyyam Joseph etc. laid down the law regarding P & T Department/Telecommunication being not an 'Industry'. It was held as follows :

"Held Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry."

3. In view of this situation since the management is not an industry so the reference under section 10 I.D. Act is not maintainable to this Tribunal. However, parties are at liberty to approach any appropriate court or forum for redressal of their grievance accordance to law. Parties are left to bear their own costs.

1st October, 1997.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

का. भा. 2802 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेण्डेंट ग्राफ पोस्ट ऑफिस, देहरादून के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं. एल.-40012/10/90-आई प्रार (डी. यू.)]

के. बी. बी. उण्णो, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Supdt. of Post Offices, Dehradun and their workman, which was received by the Central Government on 10-10-97.

[No. L-40012/10/90-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 49/91

In the matter of dispute between :

Shri Gambhir Singh. S/o Shri Kedar Singh Bisht through Shri R. P. Goel, 117, Chander Nagar, Dehradun-248001.

Versus

The Senior Superintendent, of Post Offices, Dehradun Division, Rajpur Road, Dehradun.

APPEARANCES :

Shri R. P. Goel for the workman.
Shri Rati Ram PRI for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/10/90 I.R. (D.U.) dated 22/30-11-90 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Sr. Supdt. of Post Offices, Dehradun in terminating the Services of Shri Gambhir Singh S/o Shri Kedar Singh w.o.f. 29-7-89 (A.N.) is justified. If not, to what relief the concerned workman is entitled to?"

2. The Hon'ble Supreme Court in case 1996 LLR 483 Sub-Divisional Inspector of Posts, Vaikam and others Vs. Theyyam Joseph etc. laid down the law regarding P & T Department/Telecommunication being not an 'Industry'. It was held as follows :

"Held Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry."

3. In view of this situation since the management is not an industry so the reference under section 10 I.D. Act is not maintainable to this Tribunal. However, parties are at liberty to approach any appropriate court or forum for redressal of their grievance according to law. Parties are left to bear their own costs.

1st October, 1997.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

का. भा. 2803 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सब-डिवीजनल ऑफिसर फोन्स, अजमेर, के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं. एल.-40012/38/88-डी 2 (वा)]

के. बी. बी. उण्णो, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2803.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sub-Divisional Officer, Phones Aimer and their workman which was received by the Central Government on 10-10-97.

[No. L-40012/38/88 D.2(B)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 47/89

In the matter of dispute between

Shri Brij Mohan Singh.
S/o Shri Beni Prasad, 287126.
Gautam Nagar, Aimer (Rajasthan).

Versus

Sub-Divisional Officer Phones, Aimer (Rajasthan).

APPEARANCES :

Workman in person.
Shri R. K. Kaushik for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/38/88-D.2(B) dated 2-5-89 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the S.D.O. Phones, Aimer in terminating the services of Shri Brij Mohan Singh, Casual Driver w.e.f. 1-6-88 is just and legal? If not, to what relief is the worker entitled to."

2. The case was fixed for award when the representative for the management has brought to my notice a judgment of Hon'ble Supreme Court of India reported in 1996 LLR 483 in which it was held as follows:—

"Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry."

3. In view of this situation the management is covered under the judgment of the Hon'ble Supreme Court and as such is not an "Industry". The Industrial Disputes Act would not apply in this case. On this ground alone the reference made by the Government is dismissed as this court has got no jurisdiction. However, workman is at liberty to approach the appropriate authority for redressal of his grievance. The parties are left to bear their own costs.

7th October, 1997.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

का. मा. 2804 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेण्डेंट, पोस्ट ऑफिस (नार्थ) सिविल लाईन्स, नई दिल्ली के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं. एल.-40012/40/88-डी 2 (बी)]
के. वी. बी. उण्णी, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2804.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Supdt., Post Offices (North), Civil Lines, New Delhi and their workman, which was received by the Central Government on 10-10-1997.

[No. L-40012/40/88-D.2(B)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 110/89

In the matter of dispute between :

Shri Virender Singh s/o Shri Ramesh Chand,
r/o Village and Post Office Hiranki,
Delhi.

Versus

The Senior Superintendent,
Post Office (North),
Civil Lines,
Post and Telegraph Office,
Near Old Secretariat,
Civil Lines, Delhi-110054.

APPEARANCES :

None for the workman.

Shri M. K. Sharma for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/40/88-D.2(B) dated 5-10-89 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether termination of services w.e.f. 19-3-1987 of Shri Virender Singh s/o Shri Ramesh Chand E.D.V.C. who was appointed in Hiranki Post Office, Delhi is legal and just? If not, then to what relief the workman is entitled to?"

2. The case was fixed for award when the representative for the management has brought to my notice a judgment of Hon'ble Supreme Court of India reported in 1996 LLR 483 in which it was held as follows:—

"Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry."

3. In view of this situation the management is covered under the judgment of the Hon'ble Supreme Court and as such is not an "Industry". The Industrial Disputes Act would not apply in this case. On this ground alone the reference made by the Government is dismissed as this court has got no jurisdiction. However, workman is at liberty to approach the appropriate authority for redressal of his grievance. The parties are left to bear their own costs.

6th October, 1997.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

का. मा. 2805 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेण्डेंट ऑफ पोस्ट ऑफिस साउथ ईस्ट डिबीजन, नई दिल्ली के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं. एल.-40012/52/89-आई आर (डी यू)]
के. वी. बी. उण्णी, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2805.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in rela-

tion to the management of Sr. Supdt. of Post Offices, South East Division, New Delhi and their workman, which was received by the Central Government on 10-10-97.

[No. L-40012/52/89-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. NO. 106/89

In the matter of dispute :

BETWEEN

As. Santra Devi, D/o Shri Hoshiar Singh,
Village & Post Office Ishapur,
New Delhi-110073.

Versus

Senior Superintendent of Post Office,
South East Division,
Golf Link,
New Delhi-110003.

APPEARANCES :

Ms. Santra Devi in person.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/52/89-IR.DU dated 12-12-89 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Sr. Supdt. of Post Offices, South East Division, New Delhi in terminating the services of Ms. Santra Devi D/o. Sh. Hoshiar Singh w.e.f. 10-9-86 is justified ? If not, what relief the workman is entitled to ?"

2. The case was fixed for award when the representative for the management has brought to my notice a judgment of Hon'ble Supreme Court of India reported in 1996 LLR 483 in which it was held as follows :—

"Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a Welfare State. It is not, therefore, an industry."

3. In view of this situation the management is covered under the judgment of the Hon'ble Supreme Court and as such is not an "Industry". The Industrial Disputes Act would not apply in this case. On this ground alone the reference made by the Government is dismissed as this Court has got no jurisdiction. However, workman is at liberty to approach the appropriate authority for redressal of his grievance. The parties are left to bear their own costs.

7th October, 1997.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

का. भा. 2806:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेण्डेंट टेलीग्राफ (लोकल), नई दिल्ली के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं. एल.—40012/55/89-आई आर (डी यू)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2806—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Supdt., Telegraph (Local), New Delhi and their workman, which was received by the Central Government on 10-10-97.

[No. L-40012/55/89-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 109/88

In the matter of dispute :

BETWEEN

Shri Naresh Kumar S/o Shri Chander Lal,
Quarter No. 36, behind Eastern Court,
New Delhi.

Versus

The Union of India through the Management of Senior Superintendent, Telegraph (Local), Parliament Street, New Delhi.

APPEARANCES :

None for the workman.

Shri M. K. Sharma on behalf of Shri Anil Sehgal for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/55/89/IR. (DU), dated nil has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management in terminating the services of Shri Naresh Kumar w.e.f. 12-11-1987 is justified ? If not, what relief the workman is entitled to ?"

2. The Hon'ble Supreme Court in case 1996 LLR 483 Sub-Divisional Inspector of Posts, Vaidyanandam and others Vs. Theyyam Joseph etc. laid down the law regarding P & T Department Telecommunication being not an 'Industry'. It was held as follows :

"Held Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity and so is one essential part of the sovereign functions of the State as a Welfare State. It is not, therefore, an industry."

3. In view of this situation since the management is not an industry so the reference under Section 10 I.D. Act is not maintainable to this Tribunal. However, parties are at liberty to approach any appropriate Court of forum for redressal of their grievance according to law. Parties are left to bear their own costs.
3rd October, 1997.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

का.मा. 2807.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार सब-डिवीजनल आफिसर, फोन्स, देहरादून के प्रबन्धतन्त्र के संबंध में निम्नलिखितों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं. एल-40012/61/87-डी-II(बी)]

के.बी.बी. उष्णी, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2807.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sub-Divisional Officer, Phones, Dehradun and their workman, which was received by the Central Government on the 10-10-1997.

[No. L-40012/61/87-D. II(B)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : NEW DELHI

I. D. No. 146/89

In the matter of dispute :

BETWEEN

Shri Purnanand,
s/o Shri Bhupal Dutt,
Daily rated worker,
S.D.O. Phones,
63-F Rajpur Road,
Dehradun.

Versus

The Sub-Divisional Officer,
Phones,
Dehradun.

APPEARANCES :

Shri Virender Bhandari for the workman.
None for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/61/87-D. II(B) dated 11-10-88 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of S.D.O. Phones, Dehradun in terminating the Services of Shri Purna Nand Badoni, s/o Shri Bhupal Dutt daily rated worker w.e.f. 31-7-87(AN) is justified ? If not, to what relief the workman is entitled to ?"

2. The case was fixed for award when the representative for the management has brought to my notice a judgment of Hon'ble Supreme Court of India reported in 1996 LLR 483 in which it was held as follows :—

“Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry.”

3. In view of this situation the management is covered under the judgment of the Hon'ble Supreme Court and as such is not an “Industry”. The Industrial Disputes Act would not apply in this case. On this ground alone the reference made by the Government is dismissed as this court has got no jurisdiction. However, workman is at liberty to approach the appropriate authority for redressal of his grievance. The parties are left to bear their own costs.
6th October, 1997

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

का.आ. 2808.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिपार्टमेंट, (ए.ई.एन. कोएक्सिएल), बीजपुर (राज.) के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं. एल-40012/80/89-आई.आर. (बीयू)]
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2808.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Telecom Department, (AEN Coaxial), Beawar (Rajasthan) and their workman, which was received by the Central Government on 10-10-1997.

[No. L-40012/80/89-IR (DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : NEW DELHI

I. D. No. 66/90

In the matter of dispute :

BETWEEN

Shri Girdhari Lal,
S/o Nathu Lal,
Harijan Front of Mahanta Cycle near
Girjaghar,
Harijan Basti,
Beawar.

Versus

Assistant Engineer (Coaxial),
Beawar (Rajasthan).

APPEARANCES :

None for the parties.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/80/89-I. R.D.U. dated 5-7-90 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the Management of Telecom Department (AEN Coaxial, Beawar) in terminating the service of Shri Girdhari Lal s/o Shri Nathu Lal Part Time Safaiwala, w.e.f. 2-5-87 is just and legal? If not, to what relief is the worker concerned entitled and from what date?”

2. The case was fixed for arguments when the representative for the management has brought to my notice a judgment of Hon'ble Supreme Court of India reported in 1996 LLR 483 in which it was held as follows :

“Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry.”

3. In view of this situation the management is covered under the judgment of the Hon'ble Supreme Court and as such is not an “Industry”. The Industrial Disputes Act would not apply in this case. On this ground alone the reference made by the Government is dismissed as this court has got no

jurisdiction. However, workman is at liberty to approach the appropriate authority for redressal of his grievance. The parties are left to bear their own costs.

3rd October, 1997.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

का.मा. 2809.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेंडेंट ऑफ पोस्ट ऑफिस, पी एण्ड टी डिपार्टमेंट, नई दिल्ली के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं. एल-40012/100/88-डी-2(बी)]

के.वी.बी. उष्णी, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2809.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Supdt. of Post Offices, P & T Department, New Delhi and their workman, which was received by the Central Government on 10-10-1997.

[No. L-40012/100/88-D. 2(B)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : NEW DELHI

I. D. No. 51/89

In the matter of dispute :

BETWEEN

Shri Ram Suresh Chaudhry through
Shri Babban Chaudhary,
New Light Engineering,
Corporation,
New Delhi-44.

Versus

Senior Superintendent of Post Offices,
New Delhi, South East Division,
New Delhi-3.

APPEARANCES :

Shri B. K. Pd. for the workman.

Shri D. C. Sharma for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/100/88-D-2(B) dated 17-5-89 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the P & T Department in terminating the services of Shri Ram Suresh Chaudhary, daily wager postman w.e.f. 20-1-84 is justified ? If not, to what relief the workman is entitled ?”

2. The case was fixed for arguments when the representative for the management has brought to my notice a judgment of Hon'ble Supreme Court of India reported in 1996 LLR 483 in which it was held as follows :—

“Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry.”

3. In view of this situation the management is covered under the judgment of the Hon'ble Supreme Court and as such is not an “Industry.” The Industrial disputes Act would not apply in this case. On this ground alone the reference made by the Government is dismissed as this court has got no jurisdiction. However, workman is at liberty to approach the appropriate authority for redressal of his grievance. The parties are left to bear their own costs.

6th October, 1997.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

का.मा. 2810.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एकजीनियरिंग इंजीनियर, पोस्ट ऑफिस, मेरठ के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं. एल-40012/113/89-डी-2(बी)]

के.वी.बी. उष्णी, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2810.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Executive Engineer, Post Offices, Meerut and their workman, which was received by the Central Government on the 10-10-1997.

[No. L-40012/113/89-D. 2(B)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-
ING OFFICER : CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL : NEW DELHI

I. D. No. 76/90

In the matter of dispute :

BETWEEN

Shri Srinivas, Chowkidar,
S/o Shri Ram Lal,
Behind Post Office Collectorate,
Meerut-250001.

Versus

Union of India,
through the Senior Superintendent of Post
Offices,
Meerut Division,
Meerut.

APPEARANCES :

Shri Yoginder Chaudhary alongwith the
workman.

Shri Hari Singh P.R.A. of the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/113/89-D.2(B) dated 27-7-90 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the Executive Engineer, Post Offices, Meerut in terminating the services of Shri Srinivas, Chowkidar w.e.f. 12-4-88 vide letter dated 14-6-88 is legal? If not to what relief the workman is entitled to?”

2. The Hon'ble Supreme Court in case 1996 LLR 483 Sub-Divisional Inspector of Posts, Vaikam and others Vs. Theyyam Joseph etc. laid down the law regarding P & T Department/Tele-2622 GI/97--12

communication being not an 'Industry'. It was held as follows :—

“Held Directive principles of State policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties are constitutional functions. One of the duty is of the State to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry.”

3. In view of this situation since the management is not an industry so the reference under section 10 I.D. Act is not maintainable to this Tribunal. However, parties are at liberty to approach any appropriate court or forum for redressal of their grievance according to law. Parties are left to bear their own costs.

1st October, 1997.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 1997

का.प्र. 2811.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार चौक इंजीनियर पो एण्ड टी (सिविल), डिवीजन नं. 2, नई दिल्ली के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अन्तुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-97 को प्राप्त हुआ था।

[सं. एल-46012/51/87-डी-II(बी)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 10th October, 1997

S.O. 2811.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chief Engineer, P & T (Civil), Division No. 2, New Delhi and their workman, which was received by the Central Government on the 10-10-1997.

[No. L-46012/51/87-D. II(B)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-
ING OFFICER : CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL : NEW DELHI

I. D. No. 92/88

In the matter of dispute :

BETWEEN

Shri Laxmi Kant Jha,
S/o Shri Surender Jha,
Driver,
C/o Delhi Labour Union,
Agarwal Bhawan,
G. T. Road,
Tis Hazari,
Delhi-110054.

Versus

The Chief Engineer,
P & T (Civil),
Division No. 2,
1—3, Atul Grover Road,
Connaught-Place,
New Delhi-1.

APPEARANCES :

Shri C. P. Aggarwal for the workman.

Shri M. K. Sharma for Shri Anil Sehgal for
the Management.

AWARD

The Central Government in the Ministry of
Labour vide its Order No L-46012/51/87-D.II(B)
dated 3-8-88 has referred the following industrial
dispute to this Tribunal for adjudication :

"Whether the termination of services of Shri
Laxmi Kant Jha, Jeep Driver w.e.f.
17-6-87 by the Chief Engineer, P & T
(Civil) Division No. 2, 1—3, Atul
Grover Road New Delhi is legal and
justified and if not to what relief he is
entitled ?"

2. The Hon'ble Supreme Court in case 1996
LI R 483 Sub-Divisional Inspector of Posts Vaikam
and others Vs. Theyvam Joseph etc. laid down the
law regarding P & T Department/Telecommunica-
tion being not an 'Industry'. It was held as follows :

"Held Directive principles of State policy
enjoin on the State diverse duties under
Part IV of the Constitution and the per-
formance of the duties are constitutional
functions. One of the duty is of the State
to provide telecommunication service to
the general public and an amenity and
so is one essential part of the sovereign
functions of the State as a welfare State.
It is not, therefore, an industry."

3. In view of this situation since the management
is not an industry so the reference under section 10
I.D. Act is not maintainable to this Tribunal. How-
ever, parties are at liberty to approach any appro-
priate court or forum for redressal of their grievance
according to law. Parties are left to bear their own
costs.

3rd October, 1997.

GANPATI SHARMA : Presiding Officer

नई दिल्ली, 6 अक्टूबर, 1997

का.प्र. 2812.—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार
हुट्टी गोल्ड माइन्स कम्पनी लि० के प्रबन्ध-तंत्र के संबंध
में नियोजकों और उनके कर्मचारियों के बीच, अन्तर्गत में
निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक
अधिकरण, संगठनों के पंचायत को प्रकाशित करती है, जो
केन्द्रीय सरकार को 6-10-97 को प्राप्त हुआ था।

[सं. एल-43012/4/94-आड.आर. (विवाद)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 6th October, 1997

S.O. 2812.—In pursuance of Section 17 of
the Industrial Disputes Act, 1947 (14 of 1947),
the Central Government hereby publishes the
Award of the Central Government Industrial
Tribunal, Bangalore as shown in the Annexure,
in the industrial dispute between the employers in
relation to the management of M/s. Hutti Gold
Mines Company Ltd., and their workman, which
was received by the Central Government on the
6th October, 1997.

[No. L-43012/4/94-IR (Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT BANGALORE

Dated this Wednesday the 13th August, 1997
PRESENT :

Shri K. Mohanachandran B.Sc., B.L., D. L.,
A.L., Presiding Officer

Central Reference No. 75/94

I Party

II Party

Sri D. George Vs. M/s. Hutti Gold Mines Ltd.

AWARD

In this Central Government reference No. P-
43012/4/94-IR (Misc.) dated 13-9-94 the point
for adjudication is fixed as follows :—

"Whether the action of the Management of
M/s. Hutti Gold Mines Company Ltd.
in dismissing the services of Sri D.

George, Ex. Supervisor (TBP) without conducting any departmental enquiry is proper and justifiable? If not, to what relief the workman is entitle to?"

(2) In this Central Government reference No. 75|94 Court notice was sent to both the parties and accordingly Sri M. C. Narasimhan filed vakalath for the 1st party and Sri N. S. Rajaraman filed vakalath for the 2nd party. Meanwhile when the said case is pending in the stage of filing of claim statement by the 1st party the 1st party on 13-8-1996 appeared before this Tribunal along with his counsel and filed memo stating that the Central Reference No. 75|94 may be dismissed as not pressed. The other side counsel had also taken notice of the said memo and endorsed in the memo that he had no objection. Accordingly the memo is recorded.

AWARD

(3) On the memo filed by the 1st party this Cenral Reference No. 75|94 is dismissed but without cost. The memorandum dated 13-8-96 filed by the 1st party will be part and parcel of this award. Submit to Government.

(4) (Dictated to PA, transcribed by him, corrected by me and signed this Wednesday the 13th August, 1997).

K. MOHANACHANDRAN, Presiding Officer.

IN THE COURT OF CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT AT BANGALORE
C.R. No. 75|1994

BETWEEN

D. GEORGE,
Ex. Supervisor (T.B.P.),
Security Department,
H. No. 0-1, C|F Lines,
HUTTI GOLD MINES-584115. I PARTY

AND

1. Executive Director,
M/s. Hutti Gold Mines Co., Ltd.,
HUTTI GOLD MINES-584115.
2. General Manager,
M/s. Hutti Gold Mines Co., Ltd.,
HUTTI GOLD MINES-584115.

MEMO FOR WITHDRAWAL OF CASE

First party above named submits as follows :—

Consequent upon the order passed by the Chairman & Managing Director. Hutti Gold Mines on 12-4-1996 setting aside the dismissal order dated 18-10-1993 by the Executive Director, I hereby withdraw the above case as it is settled out of

Court. It would be in the interest of justice. Accordingly the CR No. 75|94 may be dismissed as not pressed.

Place : Bangalore,

Date : 26-7-1996.

FIRST PARTY.
ADVOCATE FOR I PARTY,
M. C. Narasimhan, &
K. B. Narayana Swamy,
Advocates
No. 27, 6th Cross,
Malleswaram 4th Main,
BANGALORE-560003.

नई दिल्ली, 6 अक्टूबर, 1997

का. प्र. 2813.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार इंटरनेशनल एअरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कार्मिकों के बीच अनुबंध में निहित औद्योगिकों विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, मुम्बई के पंचम को प्रकटित करती है, जो केन्द्रीय सरकार को 6-10-97 को प्राप्त हुआ था।

[सं. एल-11011/2/91-आई. प्रार. (विवाद)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 6th October, 1997

S.O. 2813.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No.-2, Mumbai as shown in the Annexure in the industrial dispute between the employers is relation to the management of International Airport Authority of India and their workman which was received by the Central Government on 6th October, 1997.

[No. L-11011|2|91-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2|1 of 1992

Employers in relation to the management of
International Airport Authority of India

AND

Their workmen.

APPEARANCES :

For the Employer—S|Shri S. S. Patil and A. S. Paul, Advocates.

For the Workmen—Shri B. N. Dongre, Advocate.

Mumbai, the 26th August, 1997

AWARD

The Government of India, Ministry of Labour by its order no. L-11011/2/91-1R (Misc.) dated 20th December, 1991 had referred to the following industrial dispute for adjudication :

“Whether the action of the management of International Airports Authority of India, Bombay in terminating the services of the deceased workman Sri M. G. Adhare, Helper, vide letter No. AAB|Admn-48|8|115/2 dated 23rd May, 1988 and thus depriving the appointment of his dependent son of compassionate ground is the services of IAAI is legal and justified? If not, what relief late Sri Adhare's son is entitled to?”

2. The International Airport Authority of India, Workers Union filed a statement of claim for the worker at Exhibit-2. It is contended that M. G. Adhare since deceased was in employment of the International Airports Authority of India (in short management) who joined the service on 4th May, 1976 as a helper. He continued in service without break till 23rd May, 1988. The management by its letter dated 23rd May, 1988 terminated the services of Adhare w.e.f. 18th January, 1988. The union contended that the termination is illegal, which is retrospective. It is averred that when the matter was before the Conciliation Officer Adhare expired on 13th June, 1989. If, he would have continued in service till his death his son Prakash would have been entitled to appointment in service of the management. It is submitted that the procedure which is followed by the management for the termination of the worker is illegal. The regulations of 1980 under which basis the action was taken are not exceeded. Such regulations are ultra vires and not binding on the parties. The regulations are against the Principles of Natural Justice. It is denied that the worker abandoned the service. It is submitted that the order of termination is not passed by the competent authority. This is illegal. It is submitted that no procedure was followed while taking action against the deceased. Under such circumstances it is submitted that the action of the management terminating the deceased workman is illegal thus it has to be treated that he was in service till his death. Naturally on compassionate ground his son Prakash is entitled for the services and back wages of his deceased father till his death. He prayed accordingly.

3. The management resisted the claim by the written statement Exhibit-8. It is contended that the action which was taken against the deceased Adhare is as per the law and legal. It had taken several contentions. In view of the peculiar circumstances of this case which I will be narrating below I do not think it necessary to give details with written statement. My Learned Predecessor framed issues at Exhibit-9. But, as there is no evidence on behalf of the workman I do not wish to give findings and the reasons therefore on these issues.

4. The written statement was amended after detailed orders. Thereafter the matter was posted for hearing. The workman was to lead evidence in the matter. It is pertinent to note that S. B. Joshi, Secretary of the Union filed his affidavit at Exhibit-6 and Prakash Adhare the son of the deceased workman filed his affidavit at Exhibit-7 on 11th November, 1992 that is before the filing of the written statement of the management. None of them came before the court for leading additional evidence in the matter, in view of the amended written statement nor offered themselves for cross-examination.

5. Mr. Dongre, the Learned Advocate for the union filed a purshis Exhibit-10 on 29th July, 1994 that they do not want to lead any oral evidence in the matter. It is pertinent to note that after the amendment in the written statement there is no such purshis that they do not want to lead any oral evidence in the matter even though the purshis was given. It can be seen that the Learned Advocate for the union opposed the purshis Ex-20 on 8th August, 1997 informing the Tribunal that they have not received any instructions from the union in the matter. He withdrew his appearance in the matter. Thereafter the matter was adjourned for evidence on 20th August, 1997 and 26th August, 1997. But none appeared on behalf of the union. In other words it has to be said that even though a dispute was raised by the union they are not ready to come forward to justify this action. Under such circumstances it has to be said that there is no evidence on behalf of the worker to show that the action of the management is illegal and unjustified. In the result I pass the following order.

ORDER

The action of the management of International Airports Authority of India, Bombay in terminating the service of the deceased workman Shri M. G. Adhare, Helper, dated 23rd May, 1988 is legal and justified.

Thus there is no question of depriving the appointment of his dependent son on compassionate ground in the service of the International Airports Authority of India.

S. B. PANSE, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 1997

AWARD

का.आ. 2814.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंटरनेशनल एयरपोर्टथ ऑथॉरिटी ऑफ इंडिया के प्रबन्धन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 1, मुम्बई के पंचपट का प्रकाशन करती है, जो केन्द्रीय सरकार को 6-10-97 को प्राप्त हुआ था।

[स. एल-11012/6/90-आई.आर. (विधि)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 6th October, 1997

S.O. 2814.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of International Airport Authority of India and their workman, which was received by the Central Government on the 6th October, 1997.

[No. L-11012/6/90-IR (Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer.
Reference No. CGIT-47 of 1990

PARTIES :

Employers in relation to the management of International Airport Authority of India, Bombay.

AND

Their Workmen.

APPEARANCES :

For the Management—Shri Shamrao Patil, Advocate, Shri A. S. Patil, Advocate.

For the Workman—Dr. Kulkarni, Advocate.

STATE : Maharashtra.

Mumbai, date the 17th day of September, 1997

1. The Central Government in the Ministry of Labour, has, vide letter dated 19th July, 1990, referred the following dispute for adjudication to this tribunal :

“Whether the action of the management of International Airports Authority of India, Bombay in dismissing Mr P. G. Mahajan, Stenographer from service w.e.f. 3rd April, 1984 is justified? If not, to what relief the workman is entitled?”

2. The facts of this case as put forth in the domestic enquiry are that at the relevant period, the workman Shri P. G. Mahajan was working as a Stenographer in the office of the Electrical Engineer-II under the I.A.A.I. In this capacity, the workman was required to receive demand drafts submitted by various contractors, alongwith their respective tenders. After receiving the demand drafts, the workman, was required to register them in the Tender Opening Register and forward the demand drafts of lowest tenderer to the Department of Finance and Accounts. The demand drafts submitted by other tenders were to remain with the workman, who was required to return them to the concerned contractors after awarding of contracts.

3. The case of the management is that some of the demand drafts received from the lowest tenderers were not forwarded by the workman to the Finance and Accounts Department and these very drafts were found reappearing the name of other contractors towards their earnest money. A complaint was made by M/s. Bright Engineering Services in this regard. Wherein it was inter alia alleged that a demand draft No. 668051 dated 17th November, 1982 drawn on Bank of Maharashtra for Rs. 88 was submitted by M/s. Master Electric & Mechanical Works and he was the lowest tenderer, this draft was entered at page No. 72 of the concerned Register, but the same draft reappeared at page No. 76 of the concerned Register in the name of M/s. Safary Construction Co. Likewise, demand draft No. 398288 dated 20th December, 1982 drawn on Central Bank of India was submitted by M/s. M. P. Dias, who was the lowest tenderer and this draft was entered at page No. 58 of the concerned Register. However, the same demand draft reappeared on page 68 of the concerned Register as an earnest money of M/s. Electrical and Engineering Services with some other tenders.

4. On the basis of aforesaid allegations, the workman was duly charge sheeted in respect of the two demand drafts for not forwarding them to the Finance and Accounts Department and pocketing them and selling them to the respective tenderers, named above. It was the case of the

management that the workman failed to observe absolute integrity and committed fraud or dishonesty in connection with the business or property of the Authority and also committed an act subversive of the discipline and good behaviour.

5. The workman denied the charges and a domestic enquiry was held by the Enquiry Officer nominated in this behalf. The workman was represented by a defence nominee of his choice in this behalf. From the proceedings of the domestic enquiry, it appears that on 8th July, 1983 the workman and his defence nominee inspected PP 72, 76, 58 and 68 of the Tender Opening Register and the extracts of the contents thereof were noted by the workman. The managements presenting officer examined Shri J. S. Dua, Executive Engineer and Shri A. K. Verma, Executive Engineer in support of its charges. The workman did not lead any defence oral or documentary. So much so that he did not examine even himself in the enquiry. However, the Enquiry Officer put certain questions to the workman to clarify certain matters. Thereafter, both the sides put in their written submissions. The Enquiry Officer submitted a report and found the charge proved on the basis of evidence adduced before him. The Disciplinary Authority after adopting due procedure, dismissed the workman by passing order dated 2nd April, 1984. Aggrieved, the workman filed an appeal before the Appellate Authority. The same was dismissed by the said Appellate Authority vide order dated 23rd October, 1984.

6. Aggrieved by the orders of the Disciplinary Authority and the Appellate Authority, the workman filed a writ petition before the Bombay High Court, being writ petition No. 125 of 1985. The said writ petition was dismissed. Hence, the workman raised an industrial dispute. However, it is not clear as to when the workman raised the dispute. His pleading is silent on this point. Eventually, the appropriate Government referred the dispute to this tribunal vide order dated 19th July, 1990 i.e. almost six years after the dismissal of the workman.

7. The workman filed his statement of claim on 16th August, 1990. He inter alia challenged the legality, fairness and propriety of the domestic enquiry on numerous grounds. He has also challenged the correctness of the findings recorded by the Enquiry Officer. The management has opposed the claim and has denied that the domestic enquiry was not fair, legal or proper. It was pleaded that the enquiry had been conducted in accordance with principles of natural justice and the charge had been established against the workman. It was inter alia pleaded that this tribunal ought not to interfere on the belated reference.

8. My learned predecessor vide Award Part-I dated 5th May, 1995 found that the enquiry made against the workman was fair, legal and proper.

9. Hence, the matter has now come up on merits before me. It may be stated that vide a Purshish dated 13th September, 1995, the workman reserved his right to challenge the aforesaid Award Part-I.

10. During the course of these proceedings, the workman filed his affidavit dated 29th March, 1996 in support of his case. He was cross-examined by the learned counsel for the management. The Management examined one Dr. Virmani and Shri A. K. Dubey in support of its case. Both the witnesses were cross-examined on behalf of the workman.

11. I have heard the learned counsel for the parties at length. Both the sides have filed written arguments as well. I have considered the rival contentions and have perused the record.

12. At the outset, I may state the standard of proof required to establish a charge at a domestic enquiry is not that strict, as required in a criminal court, to prove the charge. The domestic fora can find a delinquent official guilty on preponderance of probabilities. Picking up holes here and there in the evidence of the management and creating doubts here and there would not do. Secondly, I must remind myself that domestic enquiries are not held by legally trained people and hence if a conclusion has been arrived at by the enquiry officer after weighing the evidence, it deserves all respect, in however clumsy or inept language the conclusion may be stated. Lastly, the judicial review to be made by this tribunal is to see that finding of guilt rests upon properly acceptable evidence. Even if two views of the same evidence are possible, it would not be proper for this tribunal to extend the theory of benefit of doubt to a delinquent official.

13. I have already stated the gravamen of the charge against the workman. He received two drafts, one for Rs. 88 dated 17th November, 1982 on behalf of by Master Electronic and Mechanical Works. The workman was required to send it to F & A Department or at best return it to the tenderer. This draft, however, was found annexed to tender of M/s. Satguru Constructions. Thus, the conclusion arrived at was that he sold the same to later tenderer. Similar is the story about the other tender submitted by M. P. Dias dated 20th December, 1982 and was found with the tender of M/s. Electrical and Engineering Services Ltd. Thus, the gist of the charges was that the two drafts were sold/fraudulently allowed to be used by tenderers, with whom they could not have been in the normal course of things.

14. His case is that during the domestic enquiry employees directly connected with the drafts in question were not examined: the only witness examined to prove the charge was Mr. Dua but when management realised that the workman was not connected with the charge, it suddenly examined

Mr. A. K. Verma to prove the charge, the Demand drafts in question were never in charge of the workman; there was no evidence against the workman; A. K. Verma himself had been charge sheeted for various misconducts; the Enquiry Officer was also one who had been subsequently arrested by Police and Customs on pilferage charges; No complaint was lodged by the management with the police in respect of the alleged misconduct of the workman; the custody of demand drafts used to be with Draughtsman Grade-I; the demand draft of Rs. 88 dated 17th November, 1982 has not been proved to pertain to the lowest tender; (inspite of requests of the workman, he was not supplied relevant documents; the workman was not permitted to appear as a witness inspite of his written request dated 18th January, 1984). The workman was not permitted to be defended by a lawyer. Upon all such premises, it has been urged that the findings of the enquiry officer were perverse, were not based on properly acceptable evidence and hence were vitiated.

15. I have to see in light of these pleas if the findings of the enquiry officer are not based on properly acceptable evidence and are perverse. I may state here that some of the contentions raised before me, were also advanced before my learned predecessor and he discussed those contentions while making award Part-I dated 5th May, 1995 and I do not propose to go into such questions, which have already been canvassed before my learned predecessor and were rejected. For example, the points mentioned in earlier para and put in bracket by me are two of such points.

16. To recapitulate, I may state that the two drafts in question pertained to the dates 17th November, 1982 and 12th December, 1982 respectively.

17. The testimony of Mr. J. S. Dua, bereft of unnecessary details is that the workman Shri Mahajan was attached to him as a Stenographer (AG II) and during his tenure the workman was discharging the duty of despatching EMD demand drafts to Finance, after recording them in the tender opening register, which was kept in the custody of Draughtsman grade-I. He also stated that demand drafts of lowest tenderers were to be sent to Finance and other drafts were required to be sent to the tenderers. It is also in his evidence that "tenders are opened in the presence of representative of the Finance department and Draughtsman Grade-I or II who received the demand drafts. Subsequently hands over to AG II i.e. Mahajan for disposal. He also explained that demand drafts used to be handed over to Shri Mahajan on the same day i.e. day of opening the tender register or on the next day. He further stated that demand drafts were sent periodically to the finance under a forwarding note. Mr. Mahajan would prepare the forwarding

note/letter Ex. Engineer EMD II as a routine. He further explained that the demand drafts were returned to the tenderer after obtaining the signatures of the tenderer.

18. Another fact, which is unrefuted and appears from the evidence of this witness is that the demand draft of Rs. 88 dated 17th November, 1982 was submitted by M/s. Master Electric & Mechanical Works, with their tender, which was opened on 29th November, 1982 but this draft was again found with the tender of M/s. Satguru Constructions with their tender opened on 3rd December, 1982. Thus, obviously this draft had been used more than once and it could have been so used only when it passed out of the custody of concerned official. Mr. Dua categorically states that the entry at page 72 of Register Ex-A mentions "Forwarded to A.O. (A/c) on 3rd December, 1982 No. 18(D) EMD II/1505" and that this entry is in the hand of Mr. Mahajan. The same appears to be the story with regard to draft No. 398288 dated 22nd October, 1982 for Rs. 493. This draft was tendered by M/s. M. P. Dias with their tender opened on 22nd October, 1982 and the same was again found with tender of M/s. Electrical and Engineering Services which tender was opened on 24th November, 1982. The witness categorically stated that till February, March, 1983, the demand drafts were in the custody of Mr. Mahajan. The witness was cross examined in great details but the aforesaid essential elements appearing in his statement could not be demolished. It is to be remembered that the two drafts in question pertain to a period prior to February-March, 1983.

19. The testimony of Mr. A. K. Verma has corroborated the statement of Mr. Dua on all the salient aspects of his testimony. He also verifies the fact that the two drafts in question had been used twice over, as per relevant entries.

20. The workman tried to make out a capital out of the fact that the tender of M/s. Master Electricals and Mechanical Works was the lowest, is not reflected by Ex. B. However, it has no significance because the glaring fact is that drafts tendered by earlier parties could have been used twice over only after the workman allowed them to pass out of his custody and go to the custody of the later tenderers and not otherwise. Much capital was tried to be made out of the fact that Mr. Sonawane, the Draughtsman Grade-I was not examined to say specifically that he had handed over the two drafts to the workman on the day tenders were opened. However, not much can be made out of this fact because if as per prevalent practice Sonawane would not have handed over the drafts to the workman, he would have immediately complained to the Ex-Eng. EMD II. The departmental witnesses are categorical that no such complaint was ever made by Mr. Mahajan.

21. On behalf of the workman, an attempt was made to malign the management by saying that it had not produced the tender register, which carried the incriminating entries in the hand of the workman. Suffice it to say, that this point has already been held against the workman in Award Part-I.

22. The contention that subsequent to the holding of the domestic enquiry, the enquiry officer and a departmental witness were proceeded against for misconduct, does not hold any merit because for this reason, the workman can not claim that the domestic enquiry held against him was not fair or proper or the findings of the Enquiry Officer were vitiated or perverse.

23. Now, I may state that I allowed the workman to examine himself, since one of his grievances was that he was not allowed to present himself as a witness. Likewise, the management was allowed to examine Shri D. R. Vermani and Shri A. K. Dubey. Shri A. K. Dubey was the presenting Officer in the domestic enquiry, while Shri D. R. Vermani was the Enquiry Officer in the said domestic enquiry. Shri D. R. Vermani has proved the proceedings of domestic enquiry held by him. He has clarified that though he was suspended on 27th August, 1984, but was reinstated by order dated 1st December, 1986. He has also explained why he had allowed re-examination of witness, Dua before him. The witness has admitted that he had come across xerox copy of complaint dated 11th February, 1983 sent by Bright Engineering Services. He has stated that he never saw the original complaint. He has admitted workman had made a request to disclose the service of information but he rejected the same. In my opinion, he rightly did so because source of information against the workman was not required to be disclosed; it was not made the basis of the charge sheet. He has also stated that he was not aware about the whereabouts of the Register of tenders and rightly so. Once the enquiry was over, he would not be keeping the record of enquiry with him. He has also explained why he did not allow the workman to examine himself in defence. Both the parties had closed their respective cases and the matter had been argued. The Enquiry Officer was not bound to reopen the enquiry.

24. The evidence of Mr. Dubey also does not help the workman in any manner and rather supports the case of the department.

25. Now, I may recapitulate some very material and significant facts. In reply to the charge-sheet, the workman made a crumbly denial. He did not offer himself as a witness. In his statement of claim he made improvement upon improvement & adopted self-serving stands. In para 3 of the claim, he tried to suggest that since 1982 the work of tender transactions was withdrawn from him. In

para 4, he said that after 1982, he never performed the work in question. He did not have the courage of explaining entries made in his own hand, which fully incriminated him. He in his cross-examination on the affidavit filed before this tribunal admitted that Mr. Dua held the charge of Mr. Verma only during 24th May, 1982 to 13th July, 1982. He also admitted that Mr. Dua had only temporarily stripped him of his charge. His cross-examination shows that his denial that he was not maintaining the tender register during the relevant period is only an after thought and can not be accepted. Hence, his denial is of no consequence.

25A. I may here state that the fact of selling away the drafts, to the later tenderers could only be established by circumstantial evidence and the tenderers with whose tenders the stolen drafts were filed, could not be accepted to own that they had purchased/received the two drafts from the workman. They were the beneficiaries of the two drafts. If the drafts had been really purchased by the two later tenderers or that they had not tendered the drafts with their tenders, this fact could have been established by the workman by examining the later tenderers in his defence. However, he did not choose to do so and hence his ipso-dixit that he had nothing to do with the two drafts in question, cannot be believed.

26. On a conspectus of the entire circumstances, of the case, I hold that the charges against the workman were fully made out on basis of proper, reliable and acceptable evidence and denials of workman are after thought and are not even worth the paper on which they have been recorded.

27. Now, a word about punishment. It was a case of defrauding the management; it can not be said that the Disciplinary Authority erred in passing the punishment on the workman. In cases of fraud the delinquency deserve to be punished with a strong hand. In the facts and circumstances of the case, it cannot be said that the punishment was shockingly disproportionate to the guilt of the workman. The workman enjoyed the position of a Stenographer, who is expected to keep the conscience of the Officer, to whom he is attached. The misconduct of the workman amounted to utter moral and illegal breach of the confidence reposed by his superiors in him. Hence, I reject the claim of the workman. However, no orders are made as to costs.

Award is made accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 1997

का.पा. 2815—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के ब्याखण में, केन्द्रीय परराष्ट्र मै. गोरटे विनरल के प्रबन्धन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद

में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-10-97 को प्राप्त हुआ था।

[सं. एल-29011/09/92-आई.आर. (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 6th October, 1997

S.O. 2815.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure. in the industrial dispute between the employers in relation to the management of M/s. Gogte Minerals and their workman, which was received by the Central Government on 6-10-1997.

[No. L-29011/09/92-IR (Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/23 of 1993

Employers in relation to the Management of M/s. Gogte Minerals

AND

Their Workmen.

APPEARANCES :

For the Employer—S/Shri P. K. Relc, A. M. Pota, R. N. Shah and Ms. K. K. Kalpana Advocates.

For the Workmen—S/Shri Madan Phadnis and L. T. Satelkar Advocates.

Mumbai, the 27th August, 1997

AWARD

The Government of India, Ministry of Labour by its Order No. L-29011/09/92-IR (Misc.), dated 11-3-93, has referred to the following industrial dispute for adjudication :

"Whether the action of the management of M/s. Gogte Minerals, Belgaum is justified in declaring lock out at their iron ore mine at Redi w.e.f. 21-1-92 ? If not to what relief the workmen are entitled ?"

2. M/s. Gogte Minerals is a company (hereinafter called as a company) having long term lease of iron mines at Village Redi, Taluka-Vengurla; District Sindhudurg. Its main office is at Belgaum. It is a public utility service. It is engaged in mining and export of iron ore and deals in other allied activities. Its export of iron ore is canalised by Minerals and Metal Trading Corporations of India Limited (M.M.T.C.) for a very long time. It is decanellised from 15-8-91.

3. The workmen employed in the company are the Mouli Khan Kamgar Sanghatana (in short union). It is registered under the trade union Act. It has affiliated to the Transport and Dock Workers Union of which Mr. S. R. Kulkarni is the President.

4. The union filed a statement of claim at Exhibit-2. It is contended that on 3-4-91 the workers reported for work as casual at their work place at mines of Redi. But the company failed to offer any work to them resulting in to they remaining idle. They were present on the duty spot and were willing to work. The situation continued till noon

of fourth day of April 1991. It is averred that the company provided the work to the workmen afternoon session.

5. It is averred that the company issued a show cause notice to 150 employees contending that they participated in the illegal strike, that they instigated other workmen to participate in the strike and caused losses to the company. The workmen replied the show cause notice and denied the charges. The reply was not accepted by the company. It is, therefore, it issued a chargesheet to all these workmen and conducted a domestic inquiry. It is averred that the inquiry which was conducted was against the Principles of Natural Justice and the findings of the Enquiry Officer are perverse. It is further pleaded that on the basis of the enquiry report the company dismissed 57 workmen.

6. The union pleaded that it wrote a letter to Assistant Labour Commissioner on 17-10-91 raising an Industrial Dispute. It is contended there in that if these 57 workers were not taken back in service they will resort to an indefinite strike from 18-10-91 or any date thereafter. The Assistant Labour Commissioner called for a report from the company regarding it. The company gave its reply on 25-11-91. It contended that if the union is not ready to accept to refer the matter to the arbitrator of these 57 employees which they had earlier agreed to do so the company will have no way but to call the lock out. Ultimately Assistant Labour Commissioner submitted his failure report to the Ministry on 20-3-92. The union averred that due to intervention of the Minister of Social Welfare, the meeting was held on 3-11-91 which was continued on 7-12-91 with Hon'ble Minister for Labour Mr. Arun Melita. It is averred that after negotiation a settlement was arrived, where by all the workmen numbering 57 dismissed were to be reinstated on certain terms and conditions agreed upon mutually and pursuance of the said settlement the workmen reported for work on 31-12-91 as per the call letter issued by the company. It is submitted that the workmen were surprised to note that there was already a notice exhibited on the notice board at the work spot that no work would be given to the workmen unless the agreement was signed. The social workers and the union intervened and asked the company to give them work or give Rs. 1,000 as T.A. but the company refused to oblige.

7. The union pleaded that thereafter the company issued the notice of a lock out dated 6-1-92 which was published in the Tarun Bharat dated 7-1-92. The union replied the same on 31-1-92 and challenged the action of the management. It is further contended that as the matter of reinstatement of 57 workmen is pending before the A.L.C in conciliation the action of the company to call the lock out is in violation of Section 22(2)(d) of the Act. It is averred that from the report of the Assistant Labour Commissioner it can be seen that there was no justification for the company to call for a lock out. It is therefore proved that the workmen are entitled to full back wages for the period of lock out with other reliefs.

8. The company resisted the claim by the written statement Exhibit-3. It is averred that the reference is misconceived. In that, in declaring lock out w.e.f. 21st January, 1992 the company has only reacted to the action of the union in resorting to flash illegal strikes, holding the company to ransom at the time of shipment undermining its image and business, wriggling out of understandings reached and it is therefore, submitted that infeasibility or otherwise of the said lock out has to be adjudged with reference to these actions of the union.

9. The company is having a long term lease of iron mine at Village-Redi. The export of iron ore at Redi was canalised by the M.M.T.C. The export of iron ore though thus canalised progressively during mid 80's declined. It is declined because the port is not all weather port but shipment is possible between October and May but there is no mechanised and faster loading facilities, grade or iron ore is inferior. In that it contains less iron (62%) whereas the foreign buyers insist on iron ore contents. No facility is available to beneficiate iron ore to improve iron contents.

10. The company engages both the temporary and permanent employees for its mining operations and export of iron ore. The terms and condition of their employment

is governed by the settlement of understanding rule between the company and the union. There are different settlements and Memorandum of Understandings.

11. The union is fully aware of the crisis faced by the company. But, they invariably held the company to ransom when any foreign ship called at Redi for loading iron ore. In April 1991 a large ship M.V. "Arrowniki" was nominated through the M.M.T.C. by Romanian buyers for loading iron ore. The local union representatives without consulting their President Mr. S. R. Kulkarni resorted to flash illegal strike starting from 3-4-91 and ending in the noon of 4-4-91. It caused financial loss to the company and to the reputation. Again the company tried to get export orders and in May 1991 a Japanese Steel Mill, nominated a ship M.V. 'Lucky Giant'. Nearly 50% of the loading was over, the workmen at the instance of the local leaders again resorted to flash illegal strike for two days and resumed work only when a Memorandum of Understanding was signed on 11-5-91 on intervention of the port officer. It also affected the reputation of the company. The actions of the union of resorting to illegal strikes are contrary to the M.O.U.

12. Pravin Bhosale, Minister of Maharashtra and Arun Mehta the Labour Minister of Maharashtra tried to intervene in the matter and in the meeting which was held with the Minister Arun Mehta alongwith S. R. Kulkarni, Mohan Rao of Transport and Dock Workers Union, Bhimrao Naik, Sarpanch, Sharad Sawant T. M. Temkar and the union were present. An understanding was reached to the effect that the dispute in respect of 57 dismissed workmen is to be referred to Ret'd. Labour Commissioner Mr. P. J. Ovi and those workmen were to be paid one-third of their wages as subsistence allowance and there were some other clauses.

13. Although the company had no export orders at hand to honour the Memorandum of Understanding dated 7-12-91 it issued letters to the workmen on 14-12-91 contending that the company starting the work from 1-1-92 and all should join except the 57 dismissed workmen. The union took a somersault to display the notice on the notice board on 7-12-91 and threatened to go on strike from 18-12-91 or any later date if these 57 workmen were not taken back into the service. Sharad Sawant President in a public meeting on 24-12-91 threatened that they will obstruct the export of iron ore. This news was published in the newspaper Tarun Bharat.

14. The company gave a notice of lock out on January 6, 1992 contending the reasons for giving lock out and lock out from 21-1-90. The A.L.C. called the report from the company and the workmen. It called for a conciliation and ultimately send its failure report to the Ministry on 20-3-92.

15. On 4-6-92 the company on its own albeit with tacit cooperation of the villagers offered through notice/letter to lift lock out partially. It was to be lifted after giving individual undertakings by the concerned employees. In response to this letter the statement of the union was published in Sakal dated 14-6-92 contending that the company is trying to break the unity of the union. Arvind Gogte of the company made another attempt on 7-6-92 to sign the understanding dated 7-12-91 but the union did not support it. But later on intervention of the Collector of Sindhudurg Memorandum of Understanding was signed on 5-7-93 by which it was decided to refer the matter of these 57 persons to arbitrator and the terms which were agreed upon on 7-12-91 were agreed. Immediately thereafter the company lifted the lock out.

16. The company denied all other contentions raised by the union in their statement of claim. It is asserted that there is no bar to declare lock out pending conciliation proceedings. It is averred that no case is made out to grant any of the reliefs claimed by the union. It is submitted that the reference may be answered accordingly.

17. The union filed rejoinder at Exhibit-4. It is submitted that the lock out which is declared by the company is an illegal and unjustified one and is with a view to serve its need to resolve financial crisis as alleged by it in its written statement and in its settlements before the Conciliation Officer and to coerce the employees to submit to the manage-

ment as a pressure of economic hardship. It is averred that the lock out was declared with a view that the union should not insist on reinstatement of those 57 workers. It is submitted that the company did not implement the Lala Award which was in favour of the workmen. It reiterated the claim which is made in the statement of claim.

18. The issues that fall for my consideration and my findings thereon are as follows:

Issues	Findings
1. Whether the action of the management of M. s. Gogte Minerals Belgaum is justified for prohibiting declaring lock out at their iron ore mines at Redi w.e.f. 21-1-92 ?	Yes. But for a longer period later on become unjustified.
2. If not, to what relief the workmen are entitled to ?	As per order.

REASONS

19. The union examined Subhas Tukaram Tendulkar (Ex-7); Ashok Yeshwant Koregaonkar (Ex-8); Mahindra Pandurang Redkar (Ex-9); Kasim Dadasaheb Drakshi (Ex-19), and it produced documents alongwith Exhibit-6. Infact the union filed affidavits by way of examination-in-chief of other 13 employees. They were not produced for cross-examination. In the contrary at Exhibit-37 the prushis is filed that it only examined four witnesses and they do not want to lead any further evidence. The union also relied upon the documents filed by the management.

20. The company examined Arvind B. Gogte (Exhibit-39) and closed oral evidence. It produced documents at Exhibits 5 and 27 and by prushis Ex-27 which was not opposed by the union it relied upon the documents which were filed in Reference No. 62 of 1993 pertaining to reinstatement of 57 workmen of the said company.

21. Mr. Phadnis, the Learned Advocate for the union at the initial stage of the argument submitted that he is harping upon six points to substantiate its case, they are:

- (1) The lock out is illegal under the law.
- (2) There is no justification.
- (3) It is a colourable exercise of power by the company.
- (4) It is for ulterior purpose of the company.
- (5) Lock out is prolonged unnecessarily said to be not justified later on.
- (6) Assuming workers are responsible the management is responsible to do those acts by the worker.

Mr. Rele, the Learned Advocate for the company filed his written argument at Exhibit-42.

22. It is not in dispute that the business of iron ore of the company was canalised through M.M.T.C. till 14-8-91 and from 15-8-91, the company was asked to do its own business viz. to search out the buyers and export the iron ore. It is not in dispute that the service conditions of the employees are governed by different settlements and Memorandum of Understanding arrived at between the company and the union Agreement dated 19-11-90 (Ex-28) was reached between the union and the company. It is categorically agreed that the ship M. V. Perth which was allotted to the company is to be loaded without any obstructions and the loading will not be closed at any time for any reasons. The company buy its letter dated 30-3-91 (Ex-7/4) informed the union that it will be starting the work of loading the ship Arrowniki and so far as the demand of extra payment uniform allowance is concerned it will be decided after receipt of its payment and offer talk with Mr. Kulkarni. Same type of letter was addressed to the union at Jet which is at Exhibit-7/4A. There was a Memorandum of Understanding on 12-9-89 (Ex-7/1A). Clause I of that agree-

ment clearly speaks that all employees gave assurances that they will not stop work for any reason unless a fourteen days notice is given to the company. Gogte affirmed that it is an usual mode of the union to put the company in difficulty when there is a ship for loading of iron ore. To avoid the huge loss and the reputation of the company under compulsion the company has to arrive at Memorandum of Understanding. At that particular time there is always a threat of strike. The documents clearly go to show that when there is a ship for loading these demands are made by the union.

23. Gogte affirmed that when Arrowniki ship was in the port of Kedi loading was started on 31-3-91. But without any reason and without any consultation with Mr. Kulkarni the President of Transport and Dock workers union, the union called off the Nash strike at 10.30 hours on 3-4-91 which was continued upto 1.30 hours on 4-4-91. The intimation regarding the same was given to Assistant Labour Commissioner and who in turn had given a certificate (EX-5/5) dated 18-4-91. It is clear from that certificate that the loading was affected from 12 hours on 3-4-91 to 19 hours on 4-4-91. It is clear that before resorting to the strike on that date no notice was given to the company. Obviously it is illegal strike. From the testimony of the unions witnesses no case could be made out that there was no strike on these particular dates much less to say that an illegal strike.

24. The company issued notices to the workmen on 16-4-91 (EX-3/0) contending that they resorted to illegal strike and the company met with a loss of ten lacs of rupees and action against 150 employees will be taken. Later on it issued a show cause notice to 150 workmen on 21-4-91 (Exhibit-6.1). It is mentioned there in that they resorted to illegal strike, instigated others to take part in it and caused loss to the company. The workers replied the same and denied the charges on 28-4-91 (EX-6/2). The company did not accept the explanation and issued a chargesheet dated 21-5-91 (EX-6/3). One Mr. Godekar was appointed as the Inquiry Officer. But later on he informed the company by his letter dated 29-5-91 (EX-5/8) that he is not in position to continue with the work. Another inquiry officer was appointed and the inquiry was conducted. He submitted his report which is at Exhibit-9/1 finding 57 workmen guilty of the charges. The report was accepted by the company which in turn issued dismissal orders to those 57 workmen on 26-9-91 (Exhibit-6/4).

25. The union asked for reinstatement of these 57 workers which the management declined. Ultimately the union gave a notice of strike dated 17-10-91 (EX-6/6) to the Assistant Labour Commissioner and the company. It is contended there in that if these 57 employees are not reinstated along with full back wages they will resort to a strike from 18-10-91 on later date. The Assistant Labour Commissioner issued notice to the management on 6-1-91 (EX-6/7) and called its say in the matter. The management gave its reply on 25-11-91 (EX-6/8). The company narrated the circumstances why those 57 employees were dismissed and further contended that the matter can be referred to arbitrator as agreed, failing which they will resort to a lock out. The matter cannot be settled. Ultimately the Assistant Labour Commissioner submitted his failure report on 20-3-92 (EX-6/9).

26. I may mention it here that along with this reference, Reference No. 62 of 1993 pertaining to reinstatement of 57 workmen was made. In that reference the union filed two pursis on which basis the Tribunal came to the conclusion that the inquiry which was held against the workmen was as per the Principles of Natural Justice and the findings of the inquiry officer are not perverse. While discussing the evidence the inquiry officer had observed that these workmen resorted to illegal strike starting from 3-4-91.

27. Mr. Phadnis, the Learned Advocate for the union argued that from admitted position which I have discussed above it is very clear that when a notice of lock out dated 6-1-92 (EX-33) was given and the lock out was started from 21-1-92 the conciliation proceedings were pending. It can be seen that after the receipt of the notice from the company Assistant Labour Commissioner asked information from the company on 14-1-92 (EX-34). The union also gave reply on 31-1-92 (EX-6/4). Ultimately the Assistant Labour Commissioner send his failure report on 20-3-92

(EX-35). In other words when the Conciliation proceeding was pending the company resorted to lock out. According to the Learned Advocate for the union it is contrary to Section 22(2)(d) of the Industrial Disputes Act. In other words it is illegal. Mr. Rele, the Learned Advocate for the company submitted that in the terms of the reference the words used are justifiability of the lock out and not illegality. Under such circumstances the Tribunal cannot decide anything which is not referred to it. Under such circumstances I am not in a position to decide whether the notice issued by the company and resorting to lock out from 21-1-92 is illegal or not.

28. The ship Lucky Charm came to Kedi for loading of iron ore. The union resorted to strike on 10-3-91. Again no notice was given at that time and the port union had given a certificate (EX-3/1) dated 11-3-91 stating that due to the strike no loading of Lucky Charm took place on 10-3-91. The Assistant Labour Commissioner had also given a certificate (EX-3/1) dated 14-3-91 contending that no loading on the ship Lucky Charm took place due to the strike from 13.00 hrs. on 10-3-91 to 1.30 hours on 14-3-91. It appears that, that strike was called off on 11-3-91 due to the understanding reached on 11-3-91 (EX-3/1). It was agreed that loading of Lucky Charm to be started immediately. Again it can be seen that while resorting to strike on 10-3-91 no notice was given as agreed upon in Memorandum of Understanding. Obviously it becomes an illegal strike.

29. From the testimony of the union witnesses and that of the witnesses of the company and the documents on the record it reveals that from the Pravin Bhosale and Arun Men-a the manager has been tried to solve the problem between company and the union. It also reveals that on 7-12-91 the then manager Arun Mehra had a meeting at Bombay with Kulkarni, the President, Bhimrao Naik, Lemkar, Bhosale on behalf of the union and Mr. Gogte on behalf of the management. It is affirmed by Gogte that it was agreed at that time that the matter in respect of the reinstatement of 57 workmen is to be referred to the arbitrator who was a retired Labour Commissioner. So far as this position is concerned it is not changed by the union. From the testimony of the unions witnesses it appears that whenever there is an important question as asked for the answer is they do not remember. That itself goes to show that they are not ready to speak the truth before the Tribunal.

30. The company in response to the agreement arrived at dated 7-12-91 send call letters dated 14-12-91 to the employees calling them to attend duty from 1-1-92 (EX-3/3). After receipt of that letter the union published the notices dated 11-12-91 (EX-34) contending no such agreement was arrived at on 7-12-91 as alleged by the company. This statement which is made by the union in this notice is contrary to the correct facts. The unions above memoers did not halt there. In a public meeting which took place on 24-12-91 at Kedi it was announced that there will not be any shipment of iron ore at Kedi of the company's goods. This news was published in the daily newspaper Samak Shakti dated 25-12-91 (EX-32). It is tried to submit that as the paper is published from Belgaum and Head Office of the company is at Belgaum the company managed to publish that news. I am not inclined to accept this. Because if anything would have been in the mind of the company it would not have used only that much wording but they would have resorted to threats, gheraos and other things which can be said to be provocative in the news bulletin. Further more it is common knowledge when there is a public meeting the speaker always thinks to speak something which appeals to the people. Here the assembly was of the workers wherein those 57 workmen were there. Naturally his utterances which I have also referred must have been there which is a threat to the company. If the company is not allowed to transport its product it is bound to loss financially and has no way but to stop the business.

31. From the cross-examination of Gogte it is tried to establish a lock out was not justified as the union had only threatened to stop work whenever ships called at Port Kedi but not resorted to any violent agitation or stoppage of work or any undermined discipline in the premises or any untowards incident took place. In other words unless there are some incidents the company cannot declare the lock out is the case of the union. It is submitted on behalf of the company that violent agitation is not sine qua non to

declaration of lock out. In the export oriented industry threats of preventing export and there by economically running the industry constitutes justifiable ground to declare lockout particularly when all attempts at avoiding lock out by the employer are persistently thwarted by the union. The circumstances which I have narrated above clearly show that the employer was trying to negotiate with the help of all and to settle the matter. The approach of the union appears to be different. I therefore find that there are justifiable grounds for the company to declare a lock out. There is no colourable exercise of the power for ulterior purposes of the company. It is tried to suggest that as the company was facing economical problems 'his action was taken by the company. It may be seen that when such a situation arose the company could have very well approached the Government for retrenchment or for any other reliefs. The action of the union appears to be contrary to the Memorandum of Understandings and can be said to be illegal.

32. The Learned Advocate for the union placed reliance on Highways Group of Estates and Industrial Tribunal, Madras and Ors. 1978 II LLJ 251 wherein their Lordships observed that lock out cannot be declared only on the ground of declaration of illegal strike. There should be threats unruly behaviour etc. Here in this case which I have already discussed above that there was a threat on behalf of the union to stop export. In other words the stop the whole business of the company. That threat itself is a justifiable ground for calling a lock out as observed on the basis of the ratio in this authority. It is argued on behalf of the union that the company had not implemented the terms of the Lala Award, had not given the benefits of voluntary retirement scheme which it agreed to and now the case which is made out by the witness is contrary to the letter written by it. It is tried to submit that the company is always trying to avoid its responsibilities towards the demands of the employees and other benefits. All these actions cannot be said to be answer for the union to call for illegal strike. There are other ways to get executed the rights.

33. Mr. Phadnis the Learned Advocate for the union argued that a prolonged lock out is illegal. In other words even if it is said that the lock out is justifiable for a particular period if it is prolonged for a longer period then in that case the company has to be held responsible for the same. On behalf of the company it is submitted that the action of the company tried to lift lock out. In that connection the company wrote a letter to Asstt. Labour Commissioner on 10-6-92 (Ex-5/13). It is mentioned therein that they are ready to lift the lock out partially from October, 1992. The copy of the same was send to the union. The union replied the same on 12-6-92 (Ex-5/15). It is contended there in the company is resorting to breaking the unity of the employees by choosing some of the employees, by giving employment and taking undertaking from them. It also gave the news in the paper on 12-6-92 (Ex-5/14) I am not inclined to accept on the basis of these documents that there was a continued attempt on behalf of the company to lift the lock out. It can be seen from the letter itself that the company was not ready to lift up the lock out fully. It was lifting of the lock out partially and that to from October, 1992.

34 It is tried to argue on behalf of the company that from the intervention of the Collector of Sindhudhurd the settlement took place on 5-2-93 (Ex-36) wherein it was agreed to refer the dispute of 57 employees to the Arbitrator. Gogte affirmed that immediately thereafter the lock out was lifted.

35. It is not in dispute that Konkan area is a backward area. The financial condition of the people in large in that area is not good. The company should have taken into consideration these facts into mind and should have lifted the lock out at a very earlier period. In other words the company prolonged the lock out beyond a reasonable time. In India Marine Services Pvt Ltd and The Workmen 1953 I 111 122 Their Lordships observed if the lock out is justified but continue for a unreasonable longer period there should be apportionment of the problem.

36. In another case that is the management of M/s. Pradeen Lamm Works Vs Pradeen Lamm Workers Karamchari Sangh and Anr. 1971 I 111 538 apportionment of the balance half the period of the lock out.

37. Both the parties placed reliance on Statesmen Limited and Their workmen 1976 I LLJ 484 the workers resorted to illegal strike, then the management declared a lock out. The workers then offered for some settlement but the management was not ready to lift the lock out. While deciding the matter the Tribunal came to the conclusion that both the parties were at fault. It is therefore both should suffer. Taking into consideration the facts of the case and the relevant law Their Lordships observed if the strike is illegal, wages during the period will ordinarily be negative unless consideration circumstances constrain a different course. Likewise if the lock out is illegal full wages for the closure period shall have to be "forked out" but in between lies a grey area of twilight law. Strictly speaking the whole field is left to the judicious discretion of the Tribunal. Where the strike is illegal and the sequel of a lock-out legal, we have to view the whole course of the developments and not stop with examining the initial legitimacy. If one side of other behaves unreasonably or the over all interests of good industrial relations warrant the Tribunal making such directions regarding strike period wages as will meet with justice, fair play and pragmatic wisdom, there is no error in doing so. His power is flexible.

38. In the above said authority there is also a reference of Indian Marine Services 1963 I LLJ 122 wherein it is observed that however the strike is unjustified and is followed by a lock out which becomes unjustified the case for apportionment of blame arise. In that case Their Lordships looking to the situation came to the conclusion that apportionment is to be made half, half between the company and its workers. I rely upon the ratio in the above said authorities. For all these reasons I record my findings on the issues accordingly and pass the following order :

ORDER

The action of the management of M/s Gogte Minerals, Belgaum is justified in declaring the lock out at their iron ore mine at Redi w.e.f. 21-1-92 at initial stage. It became unjustified due to prolonged lock out. The company should pay half the wages to the employees during the period of lock out that is from 21-1-92 to 5-2-92.

The due amount should be paid to the employees in six monthly instalments

S. B. PANSE, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 1997

का.आ. 2816.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गोगटे मिनरल्स एण्ड ग्रदर सिस्टर कंसर्न्स के प्रबन्धनत्व के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-10-97 को प्राप्त हुआ था।

[सं. एल-29011/10/92-आई.आर. (विधि)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 6th October, 1997

S.O. 2816.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No.-2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Gogte Minerals & other sister concerns and their workman, which was received by the Central Government on the 6-10-1997.

[No. L-29011/10/92-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2 MUMBAI
PRESENT :

Shri S. B. PANSE, Presiding Officer.

REFERENCE NO. CGIT-2/62 of 1993

Employers in relation to the management of M/s.
Gogte Minerals & other Sister Concerns

AND

Their workmen

APPEARANCES :

For the Employer : Mr. P. K. Rele, Advocate.
For the Workmen : Mr. Madan Phadnis
Advocate.

Mumbai, dated 27th August, 1997

AWARD

The Government of India, Ministry of Labour by
its order No. L-29011/10/92-IR(Misc.) dated
19-7-93 had referred to the following Industrial Dis-
pute for adjudication :

"Whether the action of the management of M/s.
Gogte Minerals, Belgaum and sister con-
cerns M/s. Central Mining & Trading Syn-
dicate (Mines) and M/s. Konkan Contrac-
tors, at Redi, are justified in terminating
services of 57 employees by way of dismis-
sal vide letter dated 26-9-1991 as per list
attached. If not, what relief workmen are
entitled ?"

List of dismissed workers due to illegal strike done on 3rd and
4th April, 1991.

(M/s. Gogte Minerals, Redi)

Sl. No.	Name	Designation
1	2	3
1.	Shri D.A. Saudagar	Clerk
2.	Shri Shaikhabu Shaikhabhusen	Screen Operator
3.	Shri S.P. Jadhav	Helper
4.	Shri M.V. Pilankar	Helper
5.	Shri R.V. Tivrelar	Poclain Operator
6.	Shri G.L. Kambali	Loader Operator
7.	Shri C.B. Naik	Backhoe Operator
8.	Shri B.S. Gavade	Shovel Operator
9.	Shri D.J. Perera	Shovel Operator
10.	Shri J.N. Kerkar	Loader Operator
11.	Shri R.J. Gavande	Loader Operator
12.	Shri Arun Ravlu Yerolkar	Labour Mukandam
13.	Shri Anant G. Kamnale	Boat Khalasi
14.	Shri Ramu V. Patil	Unloading Labour
15.	Shri Jyotiba T. Patil	Unloading Labour
16.	Shri Huleppa S. Sande	Unloading Labour
17.	Shri Gopal H. Salam	Unloading Labour
18.	Shri Rmam V. Rajgire	Unloading Labour
19.	Shri K. Subramaniyama	Unloading Labour
20.	Shri Laxman R. Gavade	Unloading Labour
21.	Shri U.M. Satoskar	Asstt. Auto Elect.
22.	Shri K.T. Salgaonkar	Labour
23.	Shri A.A. Fernandis	Labour

1	2	3
24.	Shri Sudhakar S. Adalkar	Screen Labour
25.	Shri N.P. Jadhav	Crusher Operator
26.	Shri B.G. Gosami	Labour
27.	Shri Satyawani J. Naik	Welder
28.	Shri P.S. Nadar	Slip boy
29.	Shri Ramdas D. Madiye	Helper
30.	Shri Gajanan S. Tanawade	Clerk
31.	Shri Santosh K. Kanyalkar	Slip boy
(M/s. Central Mining and Trading Syndicate (Mines))		
32.	Shri Prabhakar Y. Raut	Helper
33.	Shri Hari Bhagat	Helper
34.	Shri S.J. Diya	Helper
35.	Shri L.D. Draxi	Helper
36.	Shri A.B. Kanyalkar	Helper
37.	Shri S.M. Redkar	Helper
38.	Shri P.N. Gavandi	Backhoe Operator
39.	Shri D.M. Tashildar	Shovel Operator
40.	Shri K.A. Nivjokar	Shovel Operator
41.	Shri D.A. Hukkeri	Shovel Operator
42.	Shri A.M. Suryaji	Ship boy
43.	Shri Shyam Vithal Mahadgut	Slip boy
44.	Shri Nomdev Errappa Chikodikar	Helper
45.	Shri Sambhaji B. Ghopade	Ship boy
M/s. Konkan Contractors (Mines)		
46.	Shri Dattaram A. Kmbale	Spotter
47.	Shri L.M. Narsule	Slip boy
48.	Shri I.S. Beg	Screen Operator
49.	Shri Heman Tolaram Yeragi	Chute helper
50.	Shri Anand Ankush Raut	Slip boy
51.	Shri Suresh Balu More	Chute helper
52.	Shri Naikahari L. Dabholkar	Stacking Supervisor
53.	Shri Ankush T. Tulaskar	Jetty Khalashi
54.	Shri Sagun Savlaram Shuri	Jetty Khalashi
55.	Shri Jayaram A. erkar	Jetty Supervisor
56.	Ramesh A. Mamlekar	Jetty Khalashi
M/s. Central Research and Development Corporation (Mines)		
57.	Shri Suresh Shaantaram Keder	Helper

2. Mouli Khan Kamgar Sanghatana (in short union)
is the trade union registered under the trade unions
Act. It represents the workmen employed in iron
ore mines at Redi, Taluka-Vengurla ; District-Sin-
dhudurg. The Union represents all the employees
concerned in this reference.

3. M/s. Gogte Minerals at Redi, M/s. Central
Mining and Trading Syndicate Mines, M/s. Konkan
Contractors (Mines) and M/s. Central Research and
Development Corporation (Mines) are the employers
(in short management) concerned in the present dis-
pute. Out of the list the workman mentioned in the
Schedule 31, 14, 11 and 1 are the employees from M/s.
Gogte Minerals, M/s. Central Mining and Trading
Syndicate, M/s. Konkan Contractors, Redi and M/s.
Central Research and Development Corporation res-
pectively. I may mention it here that so far as M/s.
Central Research and Development Corporation is
concerned its name does not appear to be in the refe-
rence but the workers name is there. This position
is not in dispute.

4. All these concerns of the management are sister
concerns. They are run by Mr. Gogte and his family
members. Eventhough all these companies are sepa-

rate entities in law as registered partnerships firms and independent to each other, their workmen have been working and required to work unitedly for all the activities of these companies. There are about 900 workmen, working in these companies.

5. It is not in dispute that on 21-4-91 the management issued a show cause notice to 150 workmen through these companies. It was alleged that they participated in an illegal strike which started from 3-4-1991. It was further alleged that they instigated other workers to participate in the strike and caused loss to the company. Under such circumstances they violated the standing orders and other laws. Therefore the workmen were called upon to give their say in the matter.

6. The workmen gave a reply to the show cause notice on 28-4-1991. They denied all the charges. The management did not accept the explanation given by the workmen and issued a chargesheet dated 21-5-1995. In the said chargesheet it is asserted that the workmen intentionally started the illegal strike on 3-4-1991 and instigated the other to join the same and caused loss to the company. It violated standing orders. A departmental inquiry was to initiate and Mr. Gadekar Advocate was appointed as the inquiry officer. The workmen were asked to remain present before him in the domestic inquiry alongwith other evidence. It is pertinent to note that later on Mr. Godekar declined to continue with the inquiry and another inquiry officer was appointed.

7. The inquiry officer conducted the inquiry and submitted his report dated 26-8-1991. He found 57 workmen guilty of the charges levelled against them. The management accepted their report and passed an order of dismissal against them dated 26-9-1991.

8. The union contended that the domestic inquiry which was conducted against the workman was against the Principles of Natural Justice, the inquiry report was not given to the workman, that the findings of the inquiry officer are perverse.

9. The union requested the management to reinstate the 57 workmen, but the management did not accept their contention. Ultimately the union wrote a letter to Assistant Labour Commissioner dated 17-10-1991 contending that if these workmen were not taken back into the service they will go on strike from 18-10-91 or any later dated. The Assistant Labour Commissioner had written to the management to give its say on 6-11-1991. The management had replied the same on 25-11-1991 contending that as agreed the matter should be referred to the arbitrator and if it is not done they have no way but to call for a lock out. Ultimately the Assistant Labour Commissioner send his failure report to the Ministry on 20-3-1992.

10. The union prayed that under these circumstances all these workmen may be reinstated in service, with full back wages and other reliefs.

11. The management resisted the claim by the written statement Exhibit-6. It is averred that the action of the company in dismissing the concerned workmen ought to be viewed not only from the

narrower angle of the company's interest but the broader aspect of the company's economics and its image in the international market. It is submitted that the management is doing activities for last 25 years at Reddi. The mining operations are channelised by Minerals and Metals Trading Corporation of India Ltd. (a short M.M.T.C.). There are drawbacks in the port Redi which resulted in the business of the companies. There was progressive decline in the company's business. The workmen of the company are represented by the union, affiliated to All India Port and Dock Workers Federation headed by the Mines Trade Union leader S. K. Kulkarni as the president. The terms and conditions of the employment of the workmen are governed by the settlements and understandings reached between the company and the union. It is alleged that it is the modus-operandi of the union that whenever a vessel arrives at port for loading of Iron order demands are made and if not satisfied the work is stopped with ulterior motive that the company should be put to loss or to avoid that loss it should accept the demands.

12. The management pleaded that the vessel M.V. Arrow Niki was in the port Redi and its loading was started from 31-3-91. Suddenly a bolt from the blue the workmen individually abruptly and deliberately stopped work on 3-4-1991 from 10.30 a.m. onwards till 5.30 p.m. on 4-4-1991. Thus they resorted to alighting stoppage of work in violation of MOU. The company on 16-4-1991 put on the notice board how much loss it caused due to the sudden strike and had shown intention to issue a show cause notice to 150 workmen.

13. The management pleaded that in May '91 a Japanese Steel Mill nominated the Ship Lucky Giant when nearly 50% of the loading was over the workmen on the instance of a local union leader again resorted to flash illegal strike from 13.00 hrs. on 10-5-1991 till 14.00 hours on 12-5-1991. The strike was called off only after an MOU was signed on 11-5-1991 on intervention of the Port Officer. The strike was intended to pressurise the company to refrain from issuing any show cause notice as aforesaid to the workmen.

14. The management pleaded that an inquiry officer conducted the domestic inquiry against 150 workmen as per the Principles of Natural Justice and law. He reported that 58 workmen found guilty for the charges levelled against the workmen. The management accepted the report and issued the dismissal order in respect of them. It is asserted that the findings of the inquiry officer are based on the evidence before him and not perverse. It is pleaded that the workmen concerned are not entitled to any of the reliefs as claimed. The reference may be answered accordingly.

15. I have framed issues at Exhibit-41. The issues and my findings there on are as follows :

Issues	Findings
1. Whether the domestic inquiry which was held against the wor-	No.

ker was against the Principles of Natural Justice ?

2. Whether the findings of the inquiry officer are perverse ? No.
3. Whether the action of the management in terminating the services of 57 employees by way of dismissal is justified ? No. As it is disproportionate
4. If not what relief the work-entitled to ? As per order

REASONS

16. The union filed affidavits by way of Examination-in-Chief of workmen at Exhibits-12 to 39. Later on they were not produced for cross examination in view of the pursuit filed at Exhibit-40 & 42.

17. Exhibit-40 is a purshis dated 30-3-1997 filed on behalf of the union contending that they are not expressing the point of fairness of the inquiry and waive that issue as not pressed and will proceed with the matter on all other issues except the above said relating to illegality and fairness of the inquiry held by the management. On the basis of this pursuit issue No. 1, is answered accordingly.

18. The Learned Advocate for the Union on 11-3-1997 filed another pursuit at Exhibit 42. It reads "In the above matter, the Mauli Khan Kamgar Sanghatana and the concerns workers stated that and submit that they do not press the issue about the perversity of the findings of the inquiry officer. The sanghatana will only rely on the provision of section 11A and argue that the case on merit in the light of these provisions." Mr. Phadnis the Learned Advocate for the union argued that even though such a pursuit is filed in view of Section 11A of the Act he can argue on the basis of the inquiry proceedings and show that the findings of the inquiry officer are perverse. Mr. Rele the Learned Advocate for the management on the other hand argued that in view of the pursuit now he cannot argue on that point. I find substance in the argument of Mr. Rele, the Learned Advocate for the management.

19. Mr. Phadnis, the Learned advocate for the union placed reliance on the Workmen of M/s. Fire stone tyre and Rubber Company of India Pvt. Limited and the management and Ors. 1973 1 LLJ 278. It reads :—

"We will first consider cases where an employer has held a proper and valid domestic enquiry before passing the order of punishment. Previously the Tribunal had no power to interference with its finding of misconduct recorded in the domestic inquiry unless one or other infirmities pointed out by this Court in Indian Iron and Steel Co., Ltd (Supra) existed. The conduct of disciplinary proceeding and the punishment to be imposed were all con-

sidered to be a managerial function with which the Tribunal had not power to interfere unless the finding was perverse or the punishment was so harsh as to lead to an inference of victimisation or unfair labour practice. This position, in our view has now been changed by S.11A. The words "in the course of the adjudication proceeding, the Tribunal is satisfied that the order of discharge or dismissal was not justified" clearly indicates that the Tribunal is now clothed with the power to reappraise the evidence in the domestic enquiry and satisfy itself whether the said evidence relied on by an employer established the misconduct alleged against the workman. What was originally a plausible conclusion that could be drawn by an employer from the evidence has now given place to a satisfaction being arrived at by the Tribunal that the finding of misconduct is correct. The limitations imposed on the powers of the Tribunal by the decision in Indian Iron & Steel Co., Ltd., case (Supra) can no longer be invoked by an employer. The Tribunal is now at liberty to consider not only whether the finding of misconduct recorded by an employer is correct, but also to differ from the said finding if a proper case is made out. What was once largely in the realm of the satisfaction of the employer, has ceased to be so, and now it is the satisfaction of the Tribunal that finally decides the matter."

20. It can be seen that the Tribunal can consider the findings of the inquiry officer which can be said to be not correct or perverse on the basis of the evidence before him, if it is challenged. But looking to the purshis which was filed on behalf of the union it cannot be said that the findings of the inquiry officer were challenged by the union. As this is so, it has to be said that the ratio given in the above said authority has no application to the present set of facts. In normal course if it would have been challenged then the enquiry proceedings would have been seen for coming to the conclusion whether the findings of the inquiry officer are perverse or not. As this is so there is no need to go to the inquiry report which is at Exhibit-9.

21. Now, the question which remains is whether the punishment of dismissal which was awarded to these workmen is disproportionate to the charges proved. The charges were (1) taking part in illegal strike (2) instigating others to participate in it and causing loss to the company". The illegal strike started on 3-4-1991 and was ended on 4-4-1991. From the testimony of Google the witnesses for the management it reveals that the union go on such a type of strikes contrary to the terms of the settlements and M.O.U. without giving notice. It is admitted position that no such notice was given before going on strike on that day. It was a flash strike. It was for getting some monetary relief to the employees working with the management. It is

further seen that a charge-sheet was issued to 150 workmen and out of them the inquiry officer found 57 guilty.

22. Looking to the inquiry report Exhibit-91 it can be seen that in Annexure 'A' he had shown the 43 employees to be guilty. In Annexure 'B' he had shown the 46 employees not guilty and Annexure 'C' speaks to 11 employees who expired, left the service or retired. But the case which is made out is of 57 workmen found guilty. Even though they are not included in the Annexure from perusal of the inquiry report on page 19, 39, 48, 50 & 52 the workmen shown in the schedule at Sr. Nos. 34, 43, 29, 30 & 27 are found guilty of the charges. It can be further seen that page 59 the workers in the schedule at Sr. Nos. 14—20, 44, 45 & 28 were found to be guilty. The total comes to 57.

23. There is no charge against these workmen, that they were on strike for a continuous period and caused substantial loss to the company. No doubt due to their behaviour the company's image must have been damaged because when such loading is to be made and the ships are sent to the other country it is within a specified period. If the work is not done in that period the company suffers monetarily and its reputation also gets damaged. But even then dismissal it can be said to be a civil death for all these workmen will be too harsh punishment. The approach of these workmen to get monetary benefit out of the situation is to be curbed out. I therefore, find that if they are not given any monetary reliefs and other reliefs which they would have received remaining in service should have not be given to them. This punishment will meet the ends of justice.

24. In *Burn & Co., Vs. Their workmen* 1959 I LLJ 450 Their Lordships observed that it cannot be said that mere participation in strike would justify their suspension or dismissal particularly when no clear distinction can be made between these persons and the very large number of workmen who had been taken back into service although they had participated in the strike. Here, the fact reveals that the work was closed on that particular day. Naturally, it has to be informed that everybody was on strike. Under such circumstances the action taken against these 57 persons is very harsh.

25. The Learned Advocate for the union placed reliance on 1960 I LLJ 13 *India General Navigation and Railway Company Ltd., and Another and Their workmen, Swadeshi Industries Ltd. and their workmen* 1962 LLP 78, *Bata Shoe Company (P) Ltd. Vs. Ganguly & Ors.* 1961 I LLJ 303 deals with justifiability of the strike. These authorities have no application to the present set of facts. For all these reasons, I record my findings on the issues accordingly and pass the following order :

ORDER

1. The action of the management of M/s. Gogte Minerals, Belgaum and Sister Concerns M/s. Central Mining & Trading

Syndicate (Mines) and M/s. Konkan Contractors, at Redi, are not justified in terminating the services of 57 employees by way of dismissal vide letter dated 26-9-1991, as per the list attached.

2. The management is directed to reinstate them in service.
3. The 57 employees shown in the list are not entitled to any monetary benefit till today.
4. The 57 employees are also not entitled to any other benefits from the date of dismissal till today.

S. B. PANSE, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 1997

का.आ. 2817.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दरबारा बी. कुरसेटजीज संस (मुं) प्रा.लि. के प्रबन्ध-तन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. -I, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-10-97 को प्राप्त हुआ था।

[सं. एल-31011/5/94-आईआर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 6th October, 1997

S.O. 2817.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No-1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Darabshaw B. Cursetjee's Sons (Bombay) (P) Ltd., and their workman, which was received by the Central Government on 6-10-97.

[No. L-31011/5/94-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer
Reference No. CGIT-1 of *1995

PARTIES :

Employers in relation to the management of M/s. Darabshaw B. Cursetjee's Sons (Bombay) Pvt. Ltd.

AND

Their Workmen

APPEARANCES :

For the Management.—Shri Upadhyay.

For the Workmen.—Shri Sunil Patil.

STATE :

Maharashtra.

Mumbai, dated the Twelfth day of September, 1997

AWARD

1. The Government of India in the Ministry of Labour, by its order dated 12-1-95, has referred the following dispute for adjudication to this tribunal.

* Whether the action of the management of M/s. Darabshaw B. Cursetjee's Sons (Bombay) Pvt. Ltd. in terminating the services of Shri Madhukar R. Mahakal and 37 other workmen and Shri Shantaram Bhagoji Jadhav and 23 other workmen (as per list attached) with effect from 6-6-90 is legal and justified. If not, to what extent relief the workmen are entitled to?"

2. The Rashtriya Kamgar Kranti Union espousing the cause of the workmen involved in this dispute filed its statement of claim on 13-3-95. The case of the Union as set up in this statement of claim is that the 62 workmen involved in this dispute were employees of M/s. Darabshaw B. Cursetjee's Sons (Bombay) Pvt. Ltd. The employer company was registered under the Indian Companies Act, 1956 and was having its office at "Darabshaw House" Ballard Estate, Bombay-400003.

3. The case of the union is that the company was engaged in various activities relating to operations at Bombay Port and was a pioneer in clearing and forwarding business and had acquired a great reputation and huge assets for over a period of 30 years and the company had employed about 200 workmen to carry out its various activities. The company was a well established one and in the year 1990 had more than 100 employees on its rolls, which included 52 Barge workmen and 10 tandel workmen, concerned in this dispute.

4. The case of the Union is that earlier there were two unions known as (1) Transport Dock Workers Union and (2) National Dock Workers Union. 38 workmen including Shri Madhukar R. Mahakal were members of Transport Dock Workers Union and 24 workmen including Shri Shantaram Bhagoji Jadhav were members of National Dock Workers Union in the year 1989-90.

5. The case of the Union is that the National Dock Workers Union had signed a settlement on 14-8-89 before Conciliation Officer "To avoid and tide over the retrenchment and service condition with regard to shift timings reducing working hours from 12 hours to 8 hours". The majority workmen had also signed the same settlement in the said agreement. The management agreed not to resort to any retrenchment of workmen in any of their departments.

6. The case of the Union is that on 5-6-90 the management displayed a notice of retrenchment of the workmen involved in this dispute on the 3 Barges bearing No. 6004, 6005 and 6511. The case of the Union is that the management did not give any reasons for retrenchment in the notice of retrenchment dated 5-6-90. No notice of retrenchment was given to any individual workman. No notice pay and compensation were offered to any workman and without giving any reason the management had illegally retrenched the services of 62 workmen. The action of the management in retrenching these workmen was therefore illegal, improper and was actuated with mala fide intention of engaging contract labour in place of the workmen. It was pleaded that the management had not followed due process of law under section 25-F of the Industrial Disputes Act 1947.

7. The case of the Union further is that the management did not display any seniority list on notice board and the provisions of rule 81 of the Industrial Disputes Rules were not followed. It was further pleaded that the management did not follow the principle of last come first go and did not give any reason for not doing so and thus had violated provisions of section 25-G of the Industrial Disputes Act 1947.

8. The case of the Union is that the notice of retrenchment dated 5-6-90 was replied to by Transport Dock Workers Union on 8-6-90 as also by National Dock Workers Union. The Assistant Commissioner of Labour, Shri Parmar called the said Unions and management for discussion and held 2622 GI/97-14

conciliation proceedings. It was pleaded that the Conciliation Officer did not follow a fair and just procedure of conciliation as laid down under section 12 of the Industrial Disputes Act, 1947. The Conciliation Officer started the conciliation proceedings on 9-6-90 and completed the same on 18-6-90. The Conciliation Officer did not consider the provision of retrenchment under section 25-F of the Industrial Disputes Act, 1947 and got signed an illegal settlement in conciliation. The Conciliation Officer did not sent any copy of the settlement dt. 19-6-90 to the appropriate Government. The contents of the settlement were not explained to the said workmen and signatures were obtained by the Conciliation Officer. It was pleaded that the settlement dt. 19-6-90 signed during the conciliation was illegal and bad in law. It was pleaded that due procedure laid down by law were not followed. The further case of the Union is that National Dock Workers Union has not signed the settlement with the management and those workmen who were members of National Dock Workers Union were called by Shri Krishnamoorthy, President of D.B.C. (Sons) (Pvt.) Pvt. Ltd. who obtained signatures on blank paper and paid legal dues to the workmen. The workmen were not ready to accept the same. The payment was made under force and the workmen were told that (if they did not accept payment, they will not get anything). A document was prepared on a blank paper after obtaining signatures of the workmen on the same and the workmen were not aware of the contents of the document dated 21-6-90. Under the above circumstances the action of the management in retrenching the service of 62 workmen were illegal, improper, mala fide and bad in law. It was pleaded that the Transport Dock Workers Union has acted against the interest of the workmen and in favour of the management while signing the settlement for a illegal retrenchment.

9. The Union pleaded that after the retrenchment of the workmen, contractors named in para 13 of the statement of claim were given work by the management and the management did not provide any opportunity of re-employment to the workmen in question and thus has violated section 25-IF of the Industrial Dispute Act, 1947. It was further pleaded that the amount paid to the workmen was not calculated as per the last drawn salary and was not paid at the time of retrenchment. The workmen had been paid much less than what was due to them.

10. The Union has pleaded that after illegal retrenchment of the services of the workmen, workman Shri Madhukar approached and requested the Asstt. Commissioner of Labour for work on 10-6-1992 in writing but the Assistant Labour Commissioner (C) did not consider the request of the workman and informed the workman on 4-3-94 that his matter was treated as closed.

11. The case of the Union further is that 38 workmen joined the Rashtriya Kamgar Kranti Union in the month of March 1993 and became members of the Union and informed the Union about their illegal retrenchment. Upon this the Rashtriya Kamgar Kranti Union sent a demand letter dt. 31-3-1993 for reinstatement with full back wages and continuity of services with effect from 6-6-90 to the management. The management did not reply to the demand letter of the Union. The Union thereafter sent a statement of justification on 6-4-1993 to the Assistant Commission of Labour (C) for securing an amicable settlement in conciliation. The Asstt. Commissioner of Labour called the workmen for discussion on 17-8-93.

12. The case of the Union further is that thereafter remaining 24 workmen approached the Union and became the members of Rashtriya Kamgar Kranti Union. On 17-8-93 the Union sent demand letter of workmen to the management, but the management did not give any reply. The union submitted justification statement on 25-10-93 before Asstt. Labour Commissioner (C) for amicable settlement. The Asstt. Commissioner of Labour (C) called management for several dates but the management did not attend the conciliation proceedings and hence the Asstt. Commissioner of Labour (C) recorded a failure report and submitted the same to the Govt. of India on 18-3-1994.

13. Thereafter the Central Government referred the dispute to this tribunal as stated above.

14. On the aforesaid premises the union has made the following prayers :

"(a) that the management of M/s. Darabshaw B. Cursetjee's Sons (Bom) Pvt. Ltd., Bombay, may be directed by the Hon'ble Court to reinstate Shri Madhukar R. Mahakal and 37 other workmen and Shri Bhagoji Shantaram Jadhav and 23 workmen in service with full back wages and continuity of service with effect from 6-6-1990 with 18 per cent interest. The back wages may be recovered from :

- (i) M/s. D. B. C. Sons (Bom.) Pvt. Ltd., Darabshaw House, Ballard Estate, Bombay-400038.
 - (ii) The Prsident (Shri Krishnamoorthy), M/s. D.B.C. Sons (Bom.) Pvt. Ltd., Darabshaw House, Ballard Estate, Bombay-400038.
 - (iii) Transport Dock Workers Union, P. D'Mello Bhavan, P. D'Mello House, Carnac Bunder, Bombay-400038.
 - (iv) Shri J. H. Parmar, Asstt. Commissioner of Labour (C), 2nd Floor, Wakefield House, Sprott Road, Ballard Estate, Bombay-400038.
- (b) For such further and other orders reliefs and direction as the nature and circumstances of the case may require or justify.
- (c) The Hon'ble Court may be pleased to pass an Order which may deem fit and proper in the circumstance of the case.
- (d) For costs of and incidental to the references.

The Union craves leave to add, to amend, alter, substitute or modify any of the grounds taken hereinabove if and when found necessary."

15. The management has opposed the reference and the claim by filing a detailed written statement. The case of the management is that all the 62 workmen were retrenched with effect from 06-6-90 as per the terms of settlement arrived at between the management and the two unions, who were then representing the workmen, during the course of conciliation before the appropriate Statutory Authority and the settlement signed on behalf of the unions was binding on all the parties including the present workmen. It was denied that provisions of the Industrial Disputes Act were not followed and proper payments were not made to the workmen in accordance with the provisions of the Industrial Disputes Act while resorting to retrenchment and it was denied that no seniority list had been displayed prior to retrenchment. It was also denied that the provisions of section 25-G of the Industrial Disputes Act were violated. It was further denied that the company violated the provisions of the Section 25-H of the Industrial Disputes Act, while retrenching the workmen. It was submitted that the settlement between the parties was legal and perfectly binding. The management denied the allegation that Mr. Krishna Moorthy had obtained signatures of the workmen on blank papers under force or under threat and had made payments to them under force or threat. It was pleaded that the workmen were not entitled to any reinstatement in view of the settlement arrived between the parties.

16. Certain preliminary objections were also taken and it was pleaded that the Government making reference was not the "appropriate Government". It was pleaded that this tribunal had no jurisdiction to hear the matter. It was further pleaded that the Rashtriya Kamgar Kranti Union had no locus standi to espouse the cause of the retrenched workmen and was not entitled to file the claim on their behalf.

17. The union filed a rejoinder to the written statement of the management on 24-8-95 wherein it reiterated the pleas taken in the statement of claim. It was submitted that Central Government was the appropriate Government in the present case. It was pleaded that Company had taken a

Bombay in complaint No. 580 of 1993 that Central Government is the appropriate Government in respect of these workmen and hence the said complaint was withdrawn. In view of this, the company's management is estopped from raising the contention that Central Government was not the appropriate Government and it was pleaded that the Union was entitled to espouse the cause of the retrenched workmen.

18. For the sake of completion of narration it may be stated that the union had filed an application for interim relief in the matter. This application was not pressed on 08-12-95. A preliminary issue was framed on 18-10-95 to the following effect: "Is the union espousing the present claim entitled to represent the workmen in question?" In support of the plea that the present union was entitled to espouse the cause, two witnesses were examined by the union and certain documents were filed. One witness was examined on behalf of the management on this issue. Certain documents were also placed on record. This issue was decided on 16-10-96, whereby I held that the union was entitled to represent the workmen in question.

19. It may be stated that the objection that the Central Government was not the "appropriate government" or this tribunal was not competent to entertain the claim, were not pressed by Mr. Upadhyay.

20. On the pleadings of the parties the following surviving issues were framed.

- "1. Whether retrenchment of the sixty-two workmen was illegal and hence they are entitled to reinstatement?
2. Whether the settlement arrived at between the employer and the recognised union regarding the retrenchment of workmen dated 19-6-90 and 21-6-90 are binding on the present workmen and they are estopped from resiling from the settlement?
3. Relief

21. Both the parties have placed documentary evidence on record and the union filed affidavits of Mr. Mahakal (U.W. 1) and Mr. Narayan Mukund Ambedkar (U.W. 2). Both the witnesses were cross-examined on behalf of the management. Union closed its evidence on 10-6-97. The management filed affidavit of MW-1 Shri Krishnamoorthy and MW-2 Shri J. C. David in support of its pleas, the two witnesses were cross-examined on behalf of Union and the management closed its evidence.

22. I have heard the learned counsel for the parties in details. It may be proper to state here that Shri Upadhyay for the management has stated at the outset that he reserved the right of the management to challenge the findings of this Tribunal on the question of locus standi of the union to represent the workmen in question. It was after making his position clear that he proceeded to argue the matter on merits.

23. Before I deal with the evidence and law applicable to two issues, I would like to state that men can tell lies, particularly when they have stakes in the matter, but contemporaneous events and circumstances afford a more reliable evidence in such matters, because events and circumstances do not tell lies. In the present case, the two witnesses examined by the Union and the witness of the management have their own respective interests to be catered to and hence only such of their respective testimony can be accepted as is compatible with proven facts and circumstances. I shall first take up the second issue because answer to it provides the proper back drop of the events which culminated in the retrenchment of the two sets of workmen.

24. It is an admitted position before me that the management, besides other departments, had a barge section, which comprised of three barges bearing numbers 6004, 6005 and 6511. It was in these barges that the 62 workmen involved in the present dispute were engaged, out of the 62 workmen, 52 were 'Khalisi' and 10 were 'Andels'. It is also an admitted position before me that the industry in question, two unions were functioning at the relevant time, and the workmen in question were members of either of them. The majority Union was Transport Dock

Workers Union and one Mr. Manohar Kotwal was its President. The other Union was National Dock Workers' Union. The President of the Union was one Shri K. M. Rao. Out of the present 62 workmen, 38 admittedly belonged to Transport Dock Workers Union and 24 belonged to National Dock Workers Union. Now, all these retrenched employees claim to be members of the Rashtriya Kamgar Kranti Union. (R.K.K. for short), which they joined long after their retrenchment.

25. The case of the management is that there was substantial reduction of barge business because hazardous cargo started coming in containerised form, for which barges were not required and as such on 5-6-90, the management decided to retrench the bargemen w.e. 6-6-90. R.K.K. Union disputes the correctness of this part of the case of management that there was reduction in Cargo business, but there is no dispute on the fact that on 5-6-90 the management decided to retrench all the 62 workmen, engaged on its three barges, w.e.f. 6-6-90.

26. The case of the management is that on 5th June, 1990 the company decided to retrench the workmen w.e.f. 6-6-90 and served all the workmen with individual notices in format Ex. 3 along with cheques for notice pay and cheques for retrenchment compensation, but the workmen refused to accept the same and they continued to squat on the barges under advice from their respective Union leaders, who had been approached by the workmen. Both the Unions took up the matter not with the management by writing separate letters, but also by moving the Conciliation Officer cum-Assistant Labour Commissioner (C) II, Bombay. Ex. G is the xerox copy of the letter dated 7th June, 1990 sent by the National Dock Worker's Union, Bombay.

The case of the management further is that the matter was seized in conciliation by the Conciliation Officer and he called representatives of both the Unions and representatives of the management on 18-6-1990 vide letter Ex. 8 dated 13-6-1990 and conciliation proceedings took place that day at which representatives of Employers and one of the Unions were present. Ex. 7 is the copy of the minutes of the said meeting on that day, the meeting remained inconclusive and was adjourned to 19-6-90 because the majority union had also moved the R.L.C. in this regard. These minutes read as under :

"No. B. ALC(C)-II/8(40)/90

June 18, 1990

The conciliation proceedings were held over the issue of alleged non-payment of wages for the month of May, 1990 and also alleged illegal retrenchment of barge men by the employer of DBC and Co. Ltd.

The following were present :—

Representing Employer—Shri Krishnamurthy, President
Shri Silgaonkar, Per. Officer.

Representing Union—Shri K. M. Rao, General Secretary
Shri Baliram B. Jadhav,
Committee Member.

The matters were discussed. The representative of the employer stated that they will immediately make the payment of May, 1990 provided the workmen surrendering dock entry permit in view of the retrenchment notices. The Union representative stated that to receive salary it is not obligatory on the part of workmen to submit the D.E.P. Further, the management has not made the payment which is controversy of P.W. Act.

The representative of the employer stated that as the same issue has been also raised by the majority Union, Transport and Dock Workers Union, after having discussed with the said Union, the matters could be resolved.

Since the same matter is also raised by the other Union and fixed for hearing, the case is now adjourned to 19-6-1990 at 14.00 hours.

Representing Employer

Representing Union

(H. J. PARMAR)

A.L.C. (C) II, Bombay

27. On behalf of the National Dock Worker's Union, the minutes were signed by Mr. K. M Rao, General Secretary and on behalf of the employer, it was signed by Mr. Krishnamurthy, President. The minutes were signed by Mr. Parmar the Conciliation Officer-cum-ALC (C) II Bombay as well.

28. These minutes contain a very significant admission of Mr. Rao viz. that the Transport and Dock Workers Union, was the majority Union. It appears that on 19th June, 1990, the conciliation proceedings were held as scheduled but Shri Rao of the National Dock Workers Union (a minority union) did not participate and instead Shri M. Sharma, Assistant Secretary of the Transport Dock Workers Union participated. The Employer's representative also participated. Some protracted discussions took place on that date and eventually a settlement Ex. 1 was signed, which was signed not only by Mr. Sharma but all the 38 workmen belonging to the majority Union. Ex. 1 may be reproduced in extenso and reads as follows :

"No. B. ALC (C) /II/8(40)/90

June 19, 1990

MEMORANDUM OF SETTLEMENT UNDER SEC. 12(3)/ OF THE INDUSTRIAL DISPUTES ACT, 1947 ARRIVED AT BEFORE THE ASST. LABOUR COMMISSIONER (C) II, BOMBAY ON 19-6-1990 IN THE INDUSTRIAL DISPUTE BETWEEN M/s. DBC AND SONS PVT. LTD. AND THEIR WORKMEN REPRESENTED THROUGH TRANSPORT AND DOCK WORKERS UNION, BOMBAY IN THE MATTERS OF NON PAYMENT OF SALARY FOR THE MONTH OF MAY 1990 AND RETRENCHMENT OF BARGE CREW BY THE EMPLOYER.

Parties Present :—

Representing Employer—1. Shri Krishnamurthy, President
2. Shri Shilgaonkar, Per. Officer.

Representing Union—Shri M. Sharma, Asstt. Secretary.

SHORT RECITAL

The Secretary, Transport and Dock Workers Union, Bombay vide his letter dated 8th June, 1990 raised an industrial disputes before this office regarding alleged non-payment of salary to the barge crew for May, 1990 and also illegal notice of retrenchment has been pasted by the employer of their barge-crew w.e.f. 6-6-1990. Vide the above letter he sought the intervention of this office. The matter were seized in conciliation and notices were issue to both the parties to attend the conciliation proceedings fixed on 15th June, 1990 at 16.00 hours. The matters were discussed at length and the case was adjourned for a final hearing on 19th June, 1990. After protracted discussions, both the parties agreed to settle the issue amicably by way of drawing a memorandum of settlement on the following. It is agreed that the disputed employees, Barge crew (list enclosed) shall be paid as under :—

1. One month's notice pay.
2. Salary for the month of June 1990 upto 21st June 1990.
3. Unavailed privilege leave, unavailed casual leave on pro-rata basis.
4. Gratuity as per law.
5. Retrenchment compensation as per the provisions.
6. Uniform rate Rs. 550 per head.
7. Monsoon allowances Rs. 150 per head.
8. P.T.S. allowance @ Rs. 140 per head.
9. Medical allowance Rs. 1500 per head for married and Rs. 1800 for unmarried.
10. Ex-gratia payment of one month's salary.
11. Provident Fund shall be paid on or before 30th June, 1990.
12. All the affected employees will be given a Service certificate.

The above payment shall be effected (accept P.F.) on or before 21st June, 1990. So far as the bonus is concerned, bonus for the year 1989-90, would be paid on the same basis of 1989-90 which shall be paid on or before 21st June, 1990.

In view of the above settlement, the Union agreed to withdraw the letter dated 8-6-1990, as the same stands resolved.

All the concerned employees shall surrender their Dock Entry permit and other belongings of the Company on receipt of all the above payment.

Both the parties shall send their implementation report of this settlement within one month from the date of signing of this settlement.

Representing Employer

- 1.
- 2.

Representing Union

Witnesses :

- 1.
- 2.

Before me :

(H. J. PARMAR)

Conciliation Officer and Asstt. Labour Commissioner
(Central) II, Bombay."

29. The correctness and genuineness of Ex. 1 is not in dispute before me. This settlement was attested by the conciliation Officer. Now, though the minority Union was not represented at the settlement, it bound all the workmen. However, it appears that the National Dock Workers Union (the minority Union) was not happy with this settlement and a failure report was submitted by the A.L.C. vide No. BALC (c) II/8(10)/90 dated 23-10-90 the Government of India in the Ministry of Labour.

"Failure of Conciliation Report (in duplicate)

Office of the R.L.C. (C) Bombay

No. B. ALC (C) II/8(40)/90

October 15, 1990

To

The Secretary
Government of India,
Ministry of Labour,
New Delhi.

Industry : Clg and Forwarding
Sector : Pvt.

Sub. :—Industrial dispute over alleged illegal retrenchment of workmen (Barge) by the employer of DBC and Sons Pvt. Ltd. represented through National Dock Workers' Union. Failure of conciliation Report.

Sir,

The General Secretary, National Dock Workers' Union had raised an Industrial dispute on the above subject. The matters were seized in conciliation and meeting was fixed on 18-6-1990. The copy of their representation received from the Union vide their letter dated 7-6-1990 is enclosed as Annexure 'A' to this report. Further the Union vide their letter dated 14th June, 1990 gave a detail of history of their case and sought for an amicable solution of the said issue (copy enclosed in Annexure '8' to this report. The matters were discussed on 18th, 19th and then adjourned to 21st June for a final meeting. Though the issue was discussed in detail on 21st June, the matters could not settled amicably as both the parties were having divergent views on the issue. The said dispute was also raised by the majority union, Transport and Dock Workers Union which was settled by drawing a memorandum of settlement under Section 12(5) of the I. D. Act, 1947. The above Union did not agree to the said terms of the majority Union and the case raised by them ended in failure hence, this report. As regards, referring the case for arbitration, the Union was willing for it while the employer was not willing for it.

Yours faithfully,

(H. J. PARMAR)
A.L.C. (C) II, Bombay"

29-A. The aforesaid report of the A.L.C. was considered by the Labour Ministry and was disposed off by an order dated 14th November 1990, whereby it refused to refer the dispute for adjudication on the order of the Government. Exhibit-11 reads as follows :

[No. L-31011/21/30-IR (Misc.)]

MINISTRY OF LABOUR

New Delhi, the 14th November, 1990

To

1. The President,
M/s. DBC and Sons Pvt. Ltd., Darabshaw House,
Ballard state, Bombay-38.
2. The General Secretary,
National Dock Workers' Union,
35, Shreekrishna Bhavan, 89,
P.D. Mello Road, Bombay-400009.

Subject—Industrial Dispute over alleged illegal retrenchment of workmen (Barge) by the employer of DBC and Sons Pvt. Ltd., represented through National Dock Workers' Union.

Sir,

I am directed to refer to the FOC Report No. B. ALC(C)/II/8(40)/90 dated 23-10-90 of the ALC(C)-II Bombay (Received in this Ministry on 30-10-90) on the above mentioned industrial dispute and to say that the Central Government is of the opinion that there are prima-facie no grounds for reference of the dispute for adjudication for the following reasons :—

It is reported that the same dispute was also raised by the majority Union Viz., Transport and Dock Workers Union which was settled amicably. It is further reported that subsequently, the workmen in dispute also accepted the due payment from the management. The issue involved in the dispute, therefore, already stands settled amicably.

Yours faithfully,

V. K. SHARMA, Desk Officer

30. However, the case of the management is that the workmen belonging to National Dock Workers' Union had also accepted the settlement and in token there of had executed a deed 3 dated 21-6-90. It is the case of the management that all the workmen accepted the cheques in lieu of notice pay as also retrenchment compensation and along with other dues and this is why the Govt. of India had declined to refer the dispute for adjudication.

31. The case of R. K. K. Union appears to be that though all the workmen accepted cheques for notice pay and for retrenchment compensation yet they did so under force and threat and the document dated 21-6-90 was blank when signed. I have to see of this theory of force and threats is acceptable. I have also to see if the theory that signatures of workmen were put on a blank paper. Ex. M3 was prepared on such a paper is acceptable.

32. It may be recalled that the workmen who had put their signatures on Ex 3 belonged to a Union and were not people without Union's support. In their affidavits, both the workmen UW-1 and Mr. M. R. Mahakal and UW 2 Narayan Mukund Ambrekar have tried to project the said story. In his cross examination, M. R. Mahakal has tried to stick to this version but has admitted that on 19-6-90, all the 38 workmen belonging to Transport Dock Workers Union had gone to the office of A.L.C. He has also admitted that Mr. Sharma had also went to office of A.L.C. He has also admitted that Mr. Krishnamurthy also reached there. He has also admitted that on that day, they were told that they would receive their cheque on 21st June. He admits "All the thirty eight of us went to Union Office and met Mr. Sharmaji. Sharmaji told us that your accounts have been settled and you shall have to accept payments. Upon this, we went to company Office on 21st June. we were given our cheques. We were asked to sign our acknowledgement regarding of receipt of cheques". All this militates against the theory that the settlement

had been arrived at bay force or threats. The witness, next adds "We did not receive the cheques voluntarily". The witness corrected this statement in the next breath and stated, "We did accept the cheques voluntarily but not in a happy mood. As and when each workman got a cheque, he signed and left". He further admitted "We resigned from the Union of Mr. Sharma in 1993. We did not lodge any complaint against the employer after our retrenchment". This too militates against the theory of force or threat of any kind.

33. Shri Narayan M. Ambrekar has also made certain very significant admissions. "We went to Mr. K. M. Rao at about 10.00 a.m. on 6-6-90. Mr. Rao told us that we don't have to accept payment... we told Mr. Rao that we have been given letters that we are not to come on work from 6th June, 1990. Mr. Rao told us that you continue working. Then we people went to the Bagoes till 21st June, 1990. All the 62 workmen continued to work till 21st June 1990". This is inconsistent.

With the theory propounded by the Union that workmen were made to sign the papers under threat. Initially, Mr. Mahakal tried to make out that on 6-6-90 management had called the police and did not allow the workmen to go on barges after 6-6-90, but this story is exposed as untruthful and false by the admission of Mr. Ambrekar.

34. Mr. Ambrekar has stated in his cross-examination that "We went to Mr. Rao that very day and told him that signatures of workmen have been obtained on blank paper". Mr. Rao has not been examined to corroborate this statement. The statement is contrary to the sequence of events that took place since 6-6-90 and can not be accepted as reliable.

35. From the facts and circumstances placed on record, it is well proved that on 5-6-90 the management took a decision to retrench the entire barge staff consisting of 62 persons. On 6th June, 1990 letters were sought to be served on the individual workmen alongwith cheques in lieu of notice pay and cheques for retrenchment compensation, but the workmen did not accept the letters and the cheques and approached their respective union leaders. Eventually, the majority union came out with a settlement for retrenchment, on various terms and conditions, set out therein. The minority union leader was not prepared to accept the settlement and hence he did not sign a settlement. The workmen belonging to minority union, however, ignoring their leaders advice, chose to sign Ex M3 on 21-6-90 and accepted and ratified the settlement arrived at during the conciliation by the management with the majority union. The conciliation officer attested the settlement. The minority union, appears to have insisted upon sending a failure report, which was duly sent but having regard to the circumstances of the case, viz. that a settlement had already taken place with majority union; all the workmen had received all their dues and the dispute did not survive, declined to refer the dispute for adjudication.

36. A look at one of the specimen payment sheets Ex UW2/M1, admittedly signed by the workman Ambrekar goes to show that the workman was paid not only notice pay and retrenchment compensation, but had been paid on or and above that (i) salary for the period ending 21-6-90 (which was admittedly not due because the workmen were forcibly occupying the three barges (ii) Leave wages (iii) Casual leave (iv) Gratuity (v) Uniform allowance (vi) Monsoon allowance, (vii) Medical allowance (viii) P.T.O. and (ix) one months' exgratia wages (not actually due). This would go to show that management in resorting to retrenchment by way of conciliation settlement acted liberally and the workmen accepted those payments without any demure or protest. In the facts and circumstances of the case, I find that the settlement was just, fair, reasonable and equitable, besides being generous. The settlement having been arrived at during conciliation bound not only the majority union but also the minority union. The new union (R.K.K.) was not justified in raising the dispute, which had been settled, almost three years before the workmen joined the union. Actually, when R.K.K. raised the dispute, actually at that time there was no dispute in existence or apprehended and as such the appropriate govt. was not justified in referring the dispute to the tribunal.

37. The opening words of Sec. 10 of the Industrial Disputes Act, which empowers it to refer disputes to the Tribunal reads :—

"Where the appropriate Govt. is of opinion that any industrial exists or is apprehended, it may....." Now, in the present case, when the dispute had been resolved to satisfaction of all concerned, it could not be said that a dispute exists or is apprehended.

38. In the facts and circumstances of the case, the only dispute which could be said to exist, When the appropriate government referred the dispute, whether the settlement dated 19-6-90 and consequent retrenchment dated 21-6-90 were not validly arrived at. However, this foundational and fundamental dispute was not referred to this tribunal. This was not a merely incidental issue but was an issue which alone could have provided a legal basis to the appropriate government, to refer the dispute to this tribunal. In my opinion, the appropriate government, by referring the dispute in its present form acted in excess of its jurisdiction and raked an issue which had been settled and did not survive after 21-6-90. The question if the alleged termination of the services in pursuance of the settlement was only a consequential and incidental issue, which was no more alive on the date of reference. Hence, in my opinion, on this score above the reference is bad and incompetent.

39. Dr. H. G. Abhyankar in his classic treatise "Commentaries on Industrial Disputes Act, 1947, 2nd Edition" Summarised the legal position about jurisdiction of appropriate Govt. on page 354 and noted the Govt. may refuse to make a reference if (a) the claim is very stale... (c) the claim is inconsistent with any agreement between the parties... 8. The Government must not misdirect itself to the dispute in question and must ensure that what is referred to adjudication, does in fact represent the dispute between the parties" (Emphasis mine).

40. A history of the present case would go to show that the appropriate government stands faulted on all above mentioned three counts; firstly, the claim was stale, retrenchment having become a fact accompli. It was in pursuance of a binding settlement in operation, issue of retrenchment closed to exist and the real dispute was if the workmen were entitled to avoid the settlement, already arrived at with the management. Thus, the appropriate government referred a dispute, which did not reflect the correct issue between the parties and misdirected itself in reference a dispute which did not subsist and was not a live issue any longer. Hence, I find that reference itself is bad.

41. After recording the aforesaid findings, though it was not necessary for me to enter into a discussion pertaining to issue No. 1 however, I have deemed fit to consider the rival contentions, particularly because Shri Sunil Patil has very laborously and painstakingly urged that the retrenchment of all the 62 workmen was bad in law, notwithstanding the settlement between the management and the majority Union, followed by settlement between management and the workmen belonging to the minority union, which he submits was not binding on the workmen.

42. The first contention in this regard is that on 5-6-90, only general notices had been displayed on the three barges and no individual notice for retrenchment had been served on the various workmen. The notices displayed on the barges could not be used for the retrenching the workmen as the notices did not describe or recite the reasons for retrenchment. It is strenuously contended that this amounted to a flagrant violation of the provisions of Sec 25F of the I. D. Act. In the context he relies upon clause (a) of Sec. 25 F of the I. D. Act which mandates that the workmen be given one month's notice in writing indicating the reasons for retrenchment. Learned counsel for the management contends that the management was competent to retrench the services of the workmen by paying the notice pay in lieu of the notice and this precisely was done in the instant date once on 5-6-90 when the workmen refused to accept notice, notice pay and retrenchment compensation and again on 21-6-90. When all the dues including one month's notice pay was given. I have considered the rival contentions. Mr. Sunil Patil relies upon AIR 1967 SC 420 Workmen of Subang Tea Estate in support of the contention that provisions of Sec. 25 F of the I.D. Act are mandatory and non-compliance with the provision renders the retrenchment void ab initio. To my mind, there can be no quarrel with this proposition. This judgment is also authority for the proposition that acceptance of retrenchment compensation under force or pressure cannot operate as a bar to challenge validity of the retrenchment. To my mind, this proposition of law is also unexceptionable. However, as I have pointed out already, the theory of force/protest/threat has not been established at all. Moreover, when notice pay is paid in lieu of one months' notice, it can not be insisted that one months' notice stating the ground of retrenchment ought to be given. When a workman has been paid in lieu of notice one months' wages and the wages have been collected, this precedent would be hardly of any assistance to the R.K.K. Union. Moreover, in the present case, the Union itself has indirectly come out with the case that the barges have been said and management is resorting to contract labour for doing barge work. Learned counsel for the Union has throughout laboured under an erroneous impression that the services of the workmen had been retrenched by notice dated 5-6-90. However, the fact is that services were retrenched w.e.f. 21-6-90 by paying notice pay and all

other dues on that date, a fact which is wholly undisputed in the present case except with an unsubstantiated plea that these payments were accepted under force.

43. Shri Sunil Patil urged that the management never sent notices dt. 5-6-90 on their refusal by workmen, to their native addresses, by registered post and the employer was under an obligation to do so. This contention, again has genesis under the erroneous impression that services were retrenched by notice dt. 5-6-90.

44. Shri Patil also placed reliance upon 1994 LLR 276 = Radhakishan meena. In that case, retrenchment had been effected on 15-11-92 and notice of retrenchment with draft was sent on 16-11-92. To my mind this precedent is not at all applicable to the facts of the present case where services were retrenched with effect from 21-6-90 and workmen had been paid wages upto that date. Reliance was also placed upon (1992) II CLR 1106 Suptd. Engineer Wadhwa Pain Garga Project also. In that case, violation of provisions of sec. 25G of the I.D. Act was alleged. The court found that in that case there was a possibility that the workmen who were junior in service may be reinstated and services may be left out because on some of the workmen retrenchment notices were properly served and on some they had not been properly served and a proper seniority list was not affixed. In the present case, the entire work force, on the barges was retrenched. Till the matter was argued in this tribunal, it has not been alleged or even faintly hinted that anyone of the retrenched workmen was likely to be reinstated in violation of Sec. G of the I.D. Act. Hence, the contention is based on imaginary apprehensions and has no foundation on facts or law.

45. The next contention was that retrenchment compensation was not calculated in accordance with the principle laid down in (1992) I CLR 480 = Trade Wings Ltd. Shri Upadhyay submits that the retrenchment compensation had been calculated as per law then applicable and it cannot be upset on the basis of Tradewings, a judgement which saw light of the day long after. The contention is sound and reasonable and deserves to be accepted. Hence, this judgement also does not afford any assistance to the R. K. K. Union.

46. The next contention was that while paying notice pay and retrenchment compensation, annual increments were not taken into consideration. Reliance was placed upon (1991) I LLJ 693—Aero Engineering Pvt. Ltd. So far as the legal proposition is concerned, it is correct but the contention on facts is not established. The management brought for perusal of the tribunal

the original register where annual increments had been regularly credited. All the payments at the time of retrenchment were made on basis of the salary as payable on 21-6-90. Thus, this contention is also of no avail.

47. Shri Patil relied upon 1984 Lab. IC 545 Navbharat Hindi Daily Nagpur for the proposition that compliance with Sec. 25F and 25G were independently required and failure to comply with any of the provisions would render retrenchment has been brought about by a binding and legally valid settlements and payments were made in accordance with such settlement. The precedent can hardly apply to the present case.

48. Shri Patil vehemently urged that when the work was required to be done perennially, the workmen could not be retrenched and work could not be entrusted to a contractor. He relied upon (1996) I CLR 616 Management of Silver Sands Beach Resort. In the present case, when the barges have been sold in fact, and the labour is not required for barges, the argument is not valid, merely because for stray work services of some Contractors are used. This is what the management has been able to show. Hence, this ruling is also of no application.

49. Shri Sunil Patil then relied upon (1996) II CLR—1095 Central Bank of India. In that case, certain workmen, who had not completed 240 days, were retrenched and new employees were appointed. The Apex Court held that Section 25H of the I.D. Act also covered those retrenched employee, who were not governed by Section 25F of the I.D. Act. However, it allowed the appeal of the employer and declined to grant relief to the workmen, who claimed benefit of Section 25H of the I.D. Act but had filed writ petitions with great delay. In the present case, there has been no re-employment of any of the retrenched workmen and hence the argument is based on hypothetical and imaginary situation, not obtainable in these proceedings.

50. Shri Patil relied upon (1994) II CLR 663 Indian Air Lines Technical Assistants Union in support of the proposition that even though question of recognition is not related to any statutory or fundamental right, fair play that recognition should be conceded to the minority union with a view to allow it to represent its members and discuss their grievances. The judgment has no relevance to the questions with which I am seized at this stage. I have already upheld the right of the R.K.K. Union to represent and espouse the cause of the retrenched workman. Hence, this ruling is of no assistance at this stage.

51. Learned Counsel for the Union relied upon (1995) II CLR 494 Peltad Bulakhidas Mills Co.

Ltd. and submitted that retrenchment compensation cannot be contracted out between the union and the employer and it has to be worked out of the basis of provisions of the I.D. Act. I think that the proposition is unexceptionable, but I do not find that in the present case, the employer and the Union have agreed to contract out from the provisions of the payment of retrenchment compensation. Each and every imaginary grievances of workmen on this score, not properly substantiated by them during these proceedings can be allowed to set at naught the settlement on the basis of which not only notice pay and retrenchment compensation were paid, but over and above ex-gratia and other benefits were paid. Hence, the ruling does not assist the Union. In the present case, there is nothing to suggest or prove that Union agreed to lesser retrenchment compensation than was due.

52. 1993 (67) FLR III D. K. Yadav is an authority for the proposition that the term retrenchment used in Section 2 (oo) of the I.D. Act is comprehensive enough to cover any action of the management which puts an end to the employment of workmen. No exception can be taken to the proposition enshrined in this precedent. However, it has no bearing on the facts of the present case.

53. Shri Patil then relied upon (1991) ICR 851 Mafatlal Engineering Industries Ltd. in support of the proposition as to what are the duties of the Conciliation Officer in conciliation proceedings. In that case, there were two Unions and one of them was not before the Conciliation Officer. Hence, it was held that the absence of the Union was a serious lacuna and the effect of this lacuna on the validity of the settlement has to be examined. In the present case, the minority union participated in the conciliation proceeding at an earlier stage but stayed away because the workmen who were members of the minority Union, signed the settlement, against the advice of the minority union. This fact is borne out by the evidence of the Union. Moreover, in that case, the court found that the settlement was shrouded in mystery. In the present case, an open settlement with majority union took place, which was adopted and signed by the members of the minority union. At the settlement, the employer agreed to pay certain additional sums which would not have been normally covered by notice pay and retrenchment compensation. Hence, I do not find anything suspicious in the conciliation proceedings. Hence, this ruling is of no assistance in the particular circumstances of the case.

54. Narottam Chopra (1988) II CLR 220 is an authority for the proposition that termination of services in violation of Section 25F of the I.D. Act is void ab initio. The same is the view taken in AIR 1960 SC 610 State of Bombay and Ors. However, these rulings have no bearing on the facts of the present case.

55. After having considered all the circumstances of the case, I find that the reference was bad and did not reflect the correct dispute between the parties. In spite of that I have examined the matter on merits. I find that Union has failed to satisfy me that retrenchment of the workmen in pursuance of a settlement, arrived during conciliation, with majority union and adopted by all the members of the minority union, immediately followed by payment of notice pay, retrenchment compensation and other benefits granted by settlement was fair, legal and proper and the new Union, stranger to the original dispute, was not justified in taking up the deed members of a stale and dead issue, on grounds which have not been substantiated. The claim of the Union is rejected. However, I make no order as to costs. Award is made accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 6 अक्टूबर, 1997

का.आ. 2818.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई डोक लेबर बोर्ड के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं.-I, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-10-97 को प्राप्त हुआ था।

[सं. एन-31011/18/91-आई.आर. (विविध)]

बी एम डेविड, डेस्क अधिकारी

New Delhi, the 6th October, 1997

S.O. 2818.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Dock Labour Board and their workman, which was received by the Central Government on 6-10-1997.

[No. L-31011/18/91-IR(Misc.)]

B. M. DAVID, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer.

Reference No. CGIT-50 of 1992

PARTIES :

Employers in relation to the management of Bombay Dock Labour Board.

AND

Their workmen.

APPEARANCES :

For the Management : Shri R. Ramaswami, Advocate.

For the Workman : Shri R. M. Murthy, Shri S. M. Dharap, Advocates.

STATE : Maharashtra.

Mumbai, the 15th September, 1997

AWARD

The Central Government in the Ministry of Labour, by its order dated 03-7-92 has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Dock Labour Board in engaging 4 workmen on computer unilaterally without issuing notice u/s. 9A of the Industrial Disputes Act, 1947 is justified? If not, to what relief the workmen are entitled to?"

2. A statement of claim was filed on behalf of the workmen on 07-10-1993 by the Assistant Secretary, Transport and Dock Workers' Union (hereinafter the Union) along with certain documents. The Bombay Dock Labour Board (for short BDLB) filed its written statement, opposing the claim, on 05-4-1994. On 08-9-94, the union filed an application for impleading Bombay Port Trust (BPT) as a party. This application was not opposed and on 18-9-1995 I granted this application and BPT was joined as a party to these adjudicatory proceedings and notices were directed to be issued to BPT to file its written statement. On 02-02-96, it was stated at the Bar on behalf of BPT that it adopted the written statement of BDLB. Thereafter, BPT filed its documentary evidence. No oral evidence was adduced by the union, though the management filed affidavit of one witness Shri Ghodawale. He was cross-examined by Shri Dharap, Advocate for the Union. No other oral evidence was led by either side.

3. I have heard Shri R. M. Murthy for the union and Shri P. Ramaswami for the management. Shri R. M. Murthy also filed certain written submissions drafted by Shri Dharap, Advocate. The management did not file any reply in writing to the written submission but argued the case orally.

4. Now, I may recount here some admitted facts, in the light of which the dispute referred to this Tribunal has to be adjudicated.

The BDLR was established as an autonomous authority under Section 5A of the Dock Workers (Regulation of Employment) Act, 1948. By virtue

of Section 5B of the said Act the BDLB was responsible for administering the schemes for the port of Borivali and such other ports for which it was established in the exercise of its powers and the discharge of its functions, BDLB was bound by such directions the appropriate Government, may give it from time to time. The said Act provided for training of schemes for ensuring regular employment of workers. In the year 1989-90, the BDLB administrated as many as four schemes and there were approximately 8800 registered workers under the schemes. Under Section 6B of the said Act, the concerned Government had authority to supersede the Board as also the authority to re-establish the Board.

5. Now, the BDLB had its own administrative staff in different categories. After the present dispute was referred to this Tribunal, the BDLB was superseded and the BPT absorbed the staff of BDLB in its ranks w.e.f. 1st March, 1994.

6. Going back to the genesis of the dispute, it would be seen that the BDLB introduced a scheme of computerising its office. It may not be out of place to mention here that Government of India, as back as 4th June, 1984 had issued guide lines for import of computers from the labour angle. The guidelines, inter alia, provided as follows :

"It has been decided that the entire procedure for grant of no objection certificate from the labour angle for import of computers, shall be dispensed with if the managements concerned give the following four undertakings :—

- (1) there would be no retrenchment as a result of computerisation and any worker rendered surplus would be absorbed ;
- (2) there would be no loss of earnings or wages of the existing workers ;
- (3) there would be no adverse effect on the conditions of work, promotion prospects, etc., of the workers ; and
- (4) there would adequate safeguards to protect the workers' interests, including the method of sharing possible benefits."

A bare reading of these guidelines would show that they were labour-friendly measures, so that there would be no retrenchment as a result of computerisation and if any workman was rendered surplus, he would be absorbed. Wages, promotional avenues etc. were required to be protected.

7. It appears that the BDLB some time in January 1990 inter-alia took up the matter of delay in preparation of bills to stevedores. It also

considered the question of delay in final settlements, pension cases, P.F. & Housing Loans etc. and decided that computer application was required. It got conducted a study for ascertaining the areas in which computer applications can be used. Pursuant to the decision taken in this meeting, it was decided to award contracts for supply of necessary software and hardware (See Ex. 1 annexed to the written statement of BDLB). The meeting of the Board was attended by a Senior Labour Leader Shri S. R. Kulkarni, who stated as follows :

"Union was not averse to introducing computerisation. He stated that the introduction of computerisation would be subject to :

- (i) no retrenchment of employees;
- (ii) protection of earnings;
- (iii) recruitment of staff, keeping in view the increase in the volume of work;
- (iv) benefit of extra allowances as compensation;
- (v) promotions;
- (vi) the retirement benefits should be paid on the day of retirement.

At this meeting, a committee was also constituted to go into the possibility of identifying other areas within the field of computerisation and suggest terms of the agreement.

8. On 5th February, 1990 the union sent a letter Ex. 'B' to the Deputy Chairman of B.D.L.B. suggesting the conditions upon which computerisation may be introduced. It, inter alia suggested the following :

- "1. No retrenchment or compulsory premature retirement of employees shall take place except as a consequence of disciplinary action.
2. Present strength of staff, being insufficient, shall be strengthened to the required level in all the cadres and this shall be deemed to be the strength before and after introduction of the Computer. But commensurate with the increase in the volume of work, the staff strength in all cadres shall be increased proportionately.
3. Computer work shall be manned by the BDLB Staff who shall be trained for the purpose. Staff required for manning the Computer would be drawn from amongst the existing staff.
4. The present earnings/facilities of the staff in all cadres shall be protected fully.
5. There shall be no adverse effects on the conditions of service and promotional prospects.

6. On commissioning of the Computer system, all the staff members on the Pay-roll shall be paid a special allowance of Rs. 450 per month.
7. The approach towards Computerisation would be selective and only in the areas specified in the agreement.
8. The promotional policy of the management would be improved so as to ensure that every year atleast 10 per cent employees from each category would be get promotion to the next higher posts.
9. In case of any expansion plans, future employment opportunities that would become available would be sanctioned recruitment would be made to cope with the increase in the work which would arise as a result of expansion of activities.
10. No job which was being done or similar jobs which might be required to be done by the employees departmentally would be entrusted to outside agencies on contract without an Agreement with the Transport & Dock Workers' Union, Bombay.

To begin with, the Computers may be introduced in the following areas :

1. Stores inventory in the Medical Section.
2. Calculation of retirement benefits such as Provident Fund, Gratuity, Pension and other terminal benefits subject to the condition that the terminal dues should be paid to the employees on the day of their retirement."

9. This letter was immediately replied to by Mr. R. D. Joshi on 06-2-1990, who stated as follows :

"This has a reference to your letter No. TD/40/334/90 of 5th February, 1990. Your letter is being circulated to all Members of the Board. You will, however, recall that in the meeting of the Board on 12th January, 1990 it was specifically mentioned that presently the Bills are being prepared after a delay of almost 30 days and to that extent recovery of our dues is delayed. This is one area which has to be attended on priority and for that purpose it was stated that alongwith the Medical Facilities, Retirement and Gratuity benefits, Pension etc., piece rate calculations and preparation of Bills would also be brought on computer. You will appreciate that this area needs immediate attention to ensure early recovery of our dues.

The contents of your letter is otherwise noted and I appreciate the concern shown by you about the subject. I am hopeful that most of the points stated by you can be sorted out by negotiations."

This letter was followed by another letter dated 10-4-90. Wherein the Deputy Chairman of B.D.L.B. inter alia stated :

"The work of preparation of site for installation of computers is being taken in hand. The Members of the Staff Committee were consulted and their suggestions are taken into consideration regarding locations of the computer room. The work of finalisation of programming is also in progress. Simultaneously, we have done some exercise as regards reallocation of staff that would be necessary after the computers are installed and the work is transferred on them. For your ready reference, the statement showing the existing strength of staff and the proposed allocation in various sections of the offices of the Board as well as the Adm. Body (Stevedore Section) is sent herewith.

It may be stated that the change will not be overnight and will have to be made in stages. For some time, therefore, there will be some overlap. The position of allocation of staff shown in the statement is, however, the ultimate proposed allocation. It is needless to state that with the induction of computers and the reallocation of staff, overtime to some extent will have to be curtailed. Wherever necessary, such as on bank holidays, 2nd and 4th Saturdays and Sundays and in certain cases according to the exigencies of work the staff will be continued to be called on overtime. The apprehensions, if any, in the minds of staff that the computers will rob them of their overtime totally are far from reality. Nevertheless, to a considerable extent they may have to be prepared to forego their present high earnings."

10. It appears that pursuant to this correspondence a meeting took place on 22-6-90 at which among others, Shri S. R. Kulkarni was also present. The meeting remained inconclusive and it was decided to have one more meeting.

11. It appears that not feeling satisfied by the proposed scheme of computerisation, the union vide its letter dated 18th July, 1990 raised a demand for seizing the matter in conciliation. The Deputy Chairman of the BDLB was not happy

with this attitude of the union and wrote a letter dated 30-7-1990, wherein he clarified the position as under :

"As you are aware, our negotiations on the subject are in progress and we never in our discussions had any difficulties in understanding each other. As regards, the four employees deputed for training. I had already clarified to you in the last meeting that the computers are installed and it is necessary to keep them in working condition. For the purpose, some people have to regularly start the machines, run them for some time and put them off. It is for this purpose 4 clerks are to be trained. This fact was also explained to the Members of the Staff Committee. In our last meeting, we, as you will appreciate have made some headway in the settlement. In the light of this, I have to regrettably note that your letter to the RLC has raised doubts in my mind. I am sure as a Member of the Board you would be interested in starting the computers at the earliest to ensure expeditious working in offices to serve our workers better in regard to their wages and other benefits. I shall, therefore, earnestly request you to extend your positive co-operation to bring about the settlement at an early date."

12. The conciliation proceedings failed and eventually the appropriate Government referred this dispute, whereupon the union filed its statement of claim as stated above and the BDLB opposed the claim, which opposition was adopted by the B.P.T.

13. A very preliminary objection raised by the BDLB and adopted by the B.P.T. is that in discharging its statutory functions, it does not run any 'industry' and as such the dispute is not an 'industrial dispute' and the BDLB (now B.P.T.) can not be considered as employer. Hence, the demand deserves to be rejected.

14. No rejoinder as such was filed to the union, but in its application to implead B.P.T., it merely denied this plea and stated :

"The union submits that power to appoint, terminate, take disciplinary action as well as pay salary, is/was with the Board. The employer-employee relationship did therefore exist."

However, the union did not spell out how the BDLB (now BPT) was running an industry so far as its administrative office was concerned. Hence, the first and foremost question in the present case is whether administrative units of BDLB/BPT

were are an 'industry' and its employees could be treated as workmen for the purposes of the Industrial Disputes Act and the present dispute could be termed as 'industrial dispute', capable being referred to this Tribunal.

15. No evidence, whatsoever, has been led by the union to show that the administrative wing of BDLB/BPT was/is an 'industry'. Administration of Ports is a sovereign function of the State. Under Article 246 of its Seventh Schedule, Ports declared by or under law made by Parliament or existing law to be major ports including their demarcation, and constitution and powers of port authorities therein, lie within the domain of the Parliament of India. In exercise of its powers, the Dock Workmen (Regulation of Employment) Act, 1948, was brought on the statute book. As stated already BDLB was constituted under Section 5A of the said Act. By virtue of Section 5B of the said Act, BDLB was to discharge the sovereign function of the union of administering the schemes in the Port of Bombay, which admittedly, is a major port. In discharging its statutory functions, neither the Board nor its successor in interest the BPT, engages in any industrial activity. Merely because administrative staff is employed, paid and controlled by the BDLB or the BPT, it cannot be said that it is running an industry in any sense of the term. The BDLB or BPT in discharging their statutory function laid down by law, cannot be said to be engaged in any industrial activity. No material has been placed on record to show that the BDLB/BPT is engaged in any industrial activity, whatsoever.

'Industry' has been defined in Section 2(j) of the Industrial Disputes Act, 1947 as follows :

" 'industry' means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen."

The Supreme Court in Bangalore Water Supply and Sewerage Board Vs. Rajappa, (1978) 1 LLJ 349 has laid down authoritative guidelines for determining what is an industry and what is not an industry and judged on the anvil of criteria laid down in the judgment, the union has failed to show that the administrative wing of BDLB/BPT was/is an 'industry' in any sense of the term. To my mind, the function of discharging the statutory duties of running the schemes laid down by Section 5V of the Dock Workers (Regulation of Employment) Act, 1948 the BDLB/BPT is/was merely discharging a sovereign function and hence was/is not an 'industry' and the dispute raised by the Union is not an 'industrial dispute'. As such, the appropriate Government was not competent to refer the dispute in question to this Tribunal.

Consequently, the reference is incompetent and bad in the eyes of law and deserves to be rejected in limine on this preliminary ground.

16. Now, coming to the merits of the case, I find that the case is devoid of all merit. Section 9A of the I.D. Act reads as follows :

“9-A. Notice of change.—No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change :

- (a) without giving to the workman likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or
- (b) within twenty-one days of giving such notice;

Provided that no notice shall be required for effecting any such change—

- (a) where the change is effected in pursuance of any (settlement or award); or
- (b) where the workman likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.”

A bare reading of this Section goes to show that a notice of change is required only in specified matters, and not in all cases. Modernisation has to be and is bound to be resorted to by managements if they have to keep pace with competing and rival managements with the onslaught of global competition, efficiency is the watch word for progress. Computerisation leads to efficiency in running the affairs. It can be said to be bad, if it violates any of the rights of the workmen safeguarded by law. The union has tried to suggest that appointment of 4 persons to run the computers is violative of terms No. 6, 9, 10 and 11 of the IV Schedule of the Industrial Disputes Act, 1947 and this Section 9A of the Industrial Disputes Act, 1947 has been violated.

17. In support of its contention that the scheme of introduction of computers was likely to result in retrenchment of employees, the union has urged that the management has introduced a voluntary

scheme of retirement and this would establish that there has been a violation of Section 9A of the I.D. Act, 1947. True, that a scheme of voluntary retirement has been introduced by the BDLB/BPT as admitted by MW-1 Thukral. But this scheme, by its very nature, is optional and does not make out any case for the union. This is also admitted by Shri Thukral that there was no agreement with the union for introducing the scheme of computerisation, yet the same was introduced. Now, there is no legal embargo on introduction of computers, it has, as its basic objective, the improvement of efficiency and it is not violative of Section 9A of the I.D. Act.

18. The entries of IV Schedule of I.D. Act, to which the union has referred to are 6, 9, 10 and 11. Now, entry 6 reads as follows :

“Starting, alteration or discontinuance of shift working otherwise than in accordance with standing orders.”

The Union has not placed any material on record to show that with introduction of computers, the management has started, altered or discontinued shift working at all, what to talk of such action in violation of Standing Orders. Hence, this charge is not made out at all.

19. Item 9 of this Schedule reads as follows :

“Introduction of new rules of discipline, or alteration of existing rules, except in so far as they are provided in Standing Orders.”

There is not a whisper in this regard in the evidence on record that any new rules of discipline have been introduced.

20. Item 10 of the Schedule reads as follows :

“Rationalisation, standardisation or improvement of plant or technique which is likely to lead to retrenchment of workmen.”

Now expressions ‘plant or technique’ relate to machineries that might be employed in industry. Hence, expressions rationalisation, standardisation or improvement used in the item should be relatable to plant or techniques as understood in the above sense. These expressions have no relation to clerical jobs, nor rendered on plants or machineries. Hence, there is no violation of this item as well. Moreover, apprehension that computerisation may lead to retrenchment is merely imaginary and has no basis in law or facts.

21. Item 11 of the Schedule reads as follows :

“11. Any increase or reduction (other than casual) in the numbers of persons employed or to be employed in any occupation or process or department or shift, not occasioned by circumstances over which the employer has no control.”

Now, there is nothing to show that there has been any increase or reduction as contemplated. Hence, I find that Section 9A of the I.D. Act has not been violated by the management.

22. I may state that I have discussed the case on merits only with the view of completion of narration and this does not derogate from the view that I have taken that BDLB/BPT was/is not an industry; the dispute referred to is not an 'industrial dispute', the Government was not competent to refer the dispute and this Tribunal is not competent to adjudicate upon the dispute.

23. In the aforesaid premises, the reference and the claim of the union are rejected with costs and award is made accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 1997

का.प्र. 2819.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार विशाखापटनम पोर्ट ट्रस्ट के प्रबन्धन के संबंध में निम्नलिखित शर्तों के अन्तर्गत कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, विशाखापटनम के संघर्ष को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-97 को प्राप्त हुआ था।

[सं. एल-34011/1/92-आईआर (विविध)
बी.एम. डेविड, डेस्क अधिकारी]

New Delhi, the 8th October, 1997

S.O. 2819.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workman, which was received by the Central Government on the 8-10-1997.

[No. L-34011/1/92-IR(Misc)]
B. M. DAVID, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL
CUM LABOUR COURT VISAKHAPATNAM
PRESENT:

Smt. G. Jaishree, B. Sc., LL.M., Chairman &
Presiding Officer.

Monday, the 18th day of December, 1995
I.T.I.D. No. 7/93(C)

BETWEEN

The General Secretary,
Port & Dock Employees Association,
Rama Padma Nilayam,
D. No. 14—25—31A. (Upstairs),
Dandin Bazar, Mahanipeta,
Visakhapatnam—530002.
2622 GI/97—16

Workman.

AND

The Chairman,
Visakhapatnam Port Trust,
Visakhapatnam (AP).

Management

This dispute coming on for final hearing before me in the presence of the petitioner in person and Sri P. Srinivasa Rao, Sr. Law Officer, Visakhapatnam Port Trust for management upon hearing the arguments of both sides the court passed the following:

AWARD

(1) In this case, the reference is made by the Government of India in the following terms:

"Whether the action of the management of Visakhapatnam Port Trust in prescribing 25 years as the age limit for appointment on compassionate/medical grounds, as stipulated in their Circular No. E/D/37/11492 dated 18-12-1989, without issuing notice under Sec. 9A of the Industrial Disputes Act, 1947, justified? If not, to what relief the workman are entitled?"

(2) Claim statement is filed by the General Secretary, Port and Dock Employees Association, challenging the circular dated 18-12-1989 mentioned in the reference on the ground that on account of the said circular, many of the employees are compelled to retire on medical grounds leaving lengthy services ranging from 5 to 10 years ahead so as to secure employment in the port trust on compassionate grounds to their children without crossing their children the age of 25 years. It is stated that there are Government Orders to relax the age and Educational Qualifications grounds and died while in service. Since these appointments are made on compassionate grounds it is also pleaded that the chief mechanical engineer is not competent to issue the said circular and only the Chairman of the Port Trust who is the Chief Executive can issue it. It is also challenged on the ground of non-issue of notice under section 9A of Industrial Disputes Act before issuing the circular. Thus it is prayed that the said circular may be set aside and appropriate relief be granted.

(3) In the counter filed by the respondent it is stated that the circular is in accordance with the instructions issued by the management of Visakhapatnam Port Trust to all the needs of the departments in the port. Reading the notice under Sec. 9A of the I.D. Act it is stated that there is no change of service conditions and therefore it is not necessary. It is stated that there is no separate government orders to relax the age and educational qualifications of children of employees who retired on medical grounds and died while in service. It is pleaded that there cannot be any general relaxation of age as alleged. It is stated that relaxation is given to the extent of overage of a candidate for the period after medical invalidation of the parent employee but not the over age of the candidate at the time of medical invalidation of the target employee.

(4) On behalf of the workman, no documents are marked, but on behalf of the management exhibit M1 to M4 are marked. Written arguments are filed by both sides. Perused the written arguments and the material on record.

(5) The points for consideration are :

(1) Whether the circular No. E/N/37/11492 dated 18-12-1989 is bad for want of notice under Sec. 9A of the I.D. Act ?

(2) Whether the management of Visakhapatnam Port Trust is justified in prescribing 25 years as the age limit for appointment on compassionate grounds as stipulated in the above circular ?

(3) To what relief is the workman entitled ?

(6) Point No. 1 : The circular dated 18-12-1989 is marked by the management as Ex. M4. In this circular, it is provided that in the case of children of the employers who retired from service on medical grounds, for considering them for appointment on compassionate grounds without reference to employment exchange, the age relaxation is permitted only if the children are within the prescribed age limit on the date of medical invalidation of the employee concerned. Thus, this circular deals with the conditions of employment of the children of employees who retire on medical grounds, regarding relaxation of their age for the appointments on compassionate grounds. But it does not touch any conditions of service of the employees themselves, with regard to the matters specified in the 4th schedule. According to section 9A whenever the employee proposes to effect any change in the conditions of service of any workman in respect of any matter specified in the 4th schedule, he shall give notice to the workman likely to be affected by the change. The above circular shows that no conditions of service specified in the 4th schedule of the employees working in Visakhapatnam Port Trust are contemplated to be changed by the above circular. Thus, notice under Sec. 9A of the I.D. Act is not necessary for issuing the circular under Ex. M4. Accordingly, I hold on this point that the circular dated 18-12-1989 is not bad for want of notice under Sec. 9A of the I.D. Act.

(7) Point No. 2 : In the circular under Ex. M4 it is provided that in the case of appointment of the children of employees retiring from service on medical grounds on compassionate grounds without reference to employment exchange, relaxation of the upper age limit is not possible as per the rules and the same is permissible only if such dependent children are within the prescribed age limit on the date of medical invalidation of the employees concerned. The workman in this case challenges this provision as unjustified. By this circular the management requires the children to be within the age limit prescribed for the appointment on the date of medical invalidation of the parent employee and they are ready for relaxation of such age limit for the subsequent period till the date of actual appointment. This type of classification appears to my mind as unjustified and unreasonable and

having no nexus to the purpose sought to be achieved by such distinction. The management has not placed before me any rules, governing appointments of children of such employees on compassionate grounds but the purpose of giving employment to such children on compassionate grounds is to save the family when the head of the family retires abruptly and unexpectedly before the age of superannuation and without retiring in the usual course. It is not obligatory to provide employment on compassionate grounds to the children of an employee who retires in due course as he is expected to know the time of his retirement and plan the same. The retirement of an employee on medical invalidation is unusual and unexpected and it may happen to an employee at any stage of his employment and he may be invalidated leaving a dependent family. It is to meet such contingencies that the employer is required to provide employment to his department child without reference to employment exchange, even by relaxing requirements of appointment in matters like age and educational qualifications if they are not absolutely required for the purpose of discharging the duties attached to the post to which he is sought to be appointed. The management is to consider in each case the condition of the family the nature of the post to which appointment is to be made, the extent of relaxation of age and other relevant factors if any and no general provision can be made regarding the extent of relaxation as is made in the circular dated 18-12-1989 under Ex. M4, making a general provision like the one contained in Ex. M4, is likely to encourage the employee to retire on false medical grounds by producing bogus medical certificate only in order to get employment to their children. For all these reasons, I find that the circular under Ex. M4 imprescribing 25 years of age limit on the date of retirement of the employee on medical invalidation, is unjustified and unsustainable. I find this point accordingly.

(8) Point No. 3 : In view of my findings on point No. 2 above, the circular dated 18-12-1989 under Ex. M4 cannot be enforced by the management. In the case of appointment on compassionate grounds each case is to be considered on merits regarding the age relaxation. This point is answered accordingly.

(9) In the result the following award is passed :

"The action of the management of Visakhapatnam Port Trust in prescribing 25 years as the age limit for appointment on compassionate grounds as stipulated in their circular No. E/D/37/11492 dated 18-12-1989 is not justified and age limit in each appointment on compassionate grounds is to be considered on its own merits. The reference is answered accordingly."

Dictated to steno transcribed by her given under my hand and seal of the court this the 18th day of December, 1995.

G. JAISHREE, Chairman & Presiding Officer

Appendix of Evidence in I.T.I.D. No. 7/93(C).

None of the witnesses are examined on either side.

Documents marked for workman : Nil.

Documents marked for management :

Ex. M1 : 3-7-1992 : Circular reg. Age relaxation in respect of dependent of medically retired employee.

Ex. M2 : 5-7-1988 : Circular reg. Age relaxation in respect of dependents of medically retired employees.

Ex. M3 : 7-5-1991 : Letter of CME/Medical dept. Visakhapatnam.

Ex. M4 : 18-12-1989 : Circular reg. relaxation in respect of dependents of employees retired on medical grounds.

नई दिल्ली, 6 अक्टूबर, 1997

का.आ. 2820.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में केन्द्रिय सरकार नोर्दन रेलवे लखनऊ के प्रबन्धनत्व के संबद्ध निवासियों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के संवर्ध को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-97 को प्राप्त हुआ था।

[सं. एल-41012/6/91-आई.आर. (डी.यू.)/बी1]
पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th October, 1997

S.O. 2820.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Northern Rly., Lucknow and their workman, which was received by the Central Government on the 12-9-1997.

[No. 41012/6/IR (DU) (B-I.)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR.

INDUSTRIAL DISPUTE NO. 168 OF 1991

In the matter of dispute between :

Zonal working President, Uttar Railway Karamchari Union 96/196 Roshan Bajaj Lane, Ganeshganj, Lucknow.

And

The Senior DME, Northern Rly. Hazaratganj, Lucknow.

APPEARANCE :

Sri Hamid Quereshi for the Management and D. I. Awasthi for the Union.

AWARD

1. Central Government Ministry of Labour New Delhi, vide its notification no. L-41012/6/91 IRDU dated 26-9-1991 has referred the following dispute for adjudication to this Tribunal—

“Whether the action of the Northern Railway, Lucknow in not treating the duty period of Sri R. C. Saxena, Driver, Gr. A Special from 18-4-1988 to 1-9-1988 when he was under medical observations in terms of para 525 of Indian Rly. Medical Manual 1981 is justified? If not, to what relief the concerned workman entitled?”

2. The case of the concerned workman R. C. Saxena is that he was working as Driver, Grade A special in Loco Shed Northern Rly. opposite party. He was sent for medical examination on 14-4-1988. He remained under medical examination from 15-4-1988 to 31-8-1988 where he was found medically unfit. From 14-4-1988 to 19-4-1988 he was granted leave due whereas from 20-4-1988 to 31-4-1988 as leave on average pay was granted. Since 20-4-1988 to 31-4-1988 he was under railway medical treatment he should be deemed to be on duty as envisaged by Rule 525 of Railway Medical Manual. The railway has erred in not treating the above mentioned period as on duty.

3. The opposite party has filed reply in which it has been alleged that because of eye sight deficiency he was decenterised w.e.f. 1-9-1988, as he was found medically unfit on vision test being held on 15-4-1988. He was found fit for A-2 category with glasses on 28-4-1988, hence he was not entitled to remain in Special Grade A. w.e.f. 28-4-1988. During this period he was granted leave from 18-4-1988 to 28-4-1988. He was further granted leave due till he accepted alternative job. The same was offered to the applicant but he refused to accept the same on 4-8-1988. Hence, he was retired from service w.e.f. 1-9-1988. Provisions of para 525 of Indian Rly. Medical Manual are not attracted in his case.

4. In the rejoinder nothing new has been alleged.

5. The case of the applicant turns upon interpretation of para 525 of Indian Rly. Medical Manual which runs as under—

Treatment of the period of absence of Railway Employee sent for periodical medical re-examination :—

The period for which an employee is absent from duty for periodical medical re-examination may be treated as mentioned below :—

(i) Time spent in journey to and from the actual medical examination may be treated as unity.

- (ii) Time taken by the divisional medical officer to come to a decision in the matter may be treated as duty. In a case where Divisional Medical Officer or other medical officer is not quite sure of the decision to be taken, he makes a reference to the Chief Medical Officer and the first decision in this case is given after reference to the Chief Medical Officer. In such cases the period upto the announcement of the decision may be treated as duty.
- (iii) Time taken by an employee to engage himself with spectacles trusses etc. or with any other equipment without which is not considered fit for duty should be debited to the leave account of the employee concerned. The period will be from the time the Divisional Medical Officer/Chief Medical Officer recommends that artificial aids are necessary till the time the employee obtains such aids and is certified fit for duty by the competent authority. In respect of spectacles the time upto 3 days spent by an employee to equip himself with spectacles for the first time or to change his existing spectacles should be treated as on duty.
- (iv) In the event of his being declared unfit an employee may appeal to the Chief Medical Officer against the DMO's decision within a period of 7 days from the date of adverse report by the divisional Medical Officer. If the CMO on appeal confirms the decision of the DMO the period of waiting from the moment of being declared unfit till the verdict of the CMO would be debited to the employee's leave account. If on the other hand the CMO overrules the decision of the Divisional Medical Officer such period of waiting should be treated on duty provided the employee concerned has preferred an appeal within a week from the time the result of original medical examination is communicated to him. It is also necessary that the appellate authority should decide the appeal within three weeks from the time the appeal is preferred.

Inter alia it envisages that only in that case the employee will be treated on duty where he has been declared medically unfit by DMO and on appeal Chief Medical Officer overrules the decision of Divisional Medical Officer. The period of waiting too will be treated on duty in that case.

5. In the instant case there is nothing on record to show that the applicant had ever filed appeal and further that appeal has been accepted by the Chief Medical Officer.

6. In the absence of these facts, I agree with the opposite party railway that the applicant cannot get benefit of provision of para 525 of Indian Rly. Medical Manual.

7. In view of the above discussion my award is that the applicant is not entitled for getting the period from 18-4-1988 to 1-9-1988 treated on duty in terms of para 525 of Indian Railway Medical Manual of 1981. Consequently the concerned workman is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 1997

का.आ. 2821.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबन्ध तंत्र के संबंध निम्नलिखित और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचद का प्रकाशित करती हैं, जो केन्द्रीय सरकार का 7-10-97 का प्राप्त हुआ।

[संख्या एल-12012/422/92-आई.आर.(बी.-2)]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 8th October, 1997

S.O. 2821.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on the 7-10-97.

[No. L-12012/422/92-IR (B-II)]

P. J. MICHAEL, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA : BHUBANESWAR

PRESENT :

Sri M. R. Behera, O.S.J.S. (Sr. Branch),
Presiding Officer, Industrial Tribunal,
Orissa, Bhubaneswar.

Industrial Dispute Case No. 11 of 1993
Dated Bhubaneswar, the 29th September,
1997.

BETWEEN

The management of M/s. UCO Bank,
Zonal Office, Janpath,
Bhubaneswar.

.. First Party-
management.

.. Second Party-
.. Second Party-
workman.

Sri A. Thumbanatham, —For the First
Dy. Chief Officer (Law).

Sri P. Paya Rao, Organising
Secretary of the Association, —For the
Second Party-Workman

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following dispute of adjudication vide their Order No. L-12012/422/92-IR(B-II) dt. 12-3-1993:—

“Whether the demand of the Union in respect of Sri Bhimsen Patnaik, ex-casual workman (employed as part-time Sweeper in the Talmul Branch of UCO Bank) for (1) equal pay for equal work (2) Reinstatement with full back wages as a sub-staff of the Bank and (3) permanent absorption in the Bank is justified? If so, what relief the workman is entitled to?”

Sri Bhimesn Patnaik was working as a Part-time Sweeper at UCO Bank, Talmul Branch in the district of Dhenkanal with effect from 15-7-81. While so working he was being paid Rs. 60 per month, but in 1983 by a bipartite settlement the wage was enhanced to Rs. 100 per month. In 1986 on a settlement being arrived, the wage of Bhimsen Patnaik was enhanced to 1|3rd scale of a permanent subordinate staff in the category of a part-time Sweeper in Talmul Branch. In the event of availing of leave by the permanent cadre Peon of the bank, Bhimsen Patnaik was performing the duties from 9.45 A.M. to 6 P.M. as a subordinate

staff on daily wage basis, and was being paid Rs. 10 per day.

On 1-12-88 the Daftari (Peon) Sri Bijay Kumar Pal was promoted to hold a clerical post and was ultimately transferred to Khargprasad Branch. Bhimsen Patnaik was engaged in his place as a casual Peon with effect from 1-1-89 on the direction of the Branch Manager Talmul Branch till he was disengaged on 30-6-90 i.e., after the appointment of Antaryami Pal as a Peon in Talmul Branch. The termination of Bhimsen Patnaik is by non-observing the mandates of Section 25-F of the Industrial Disputes Act.

The management and the second party-union entered into a settlement on 12-10-89 whereby the management was required to absorb all the casual workers who were in engagement with the Bank for full days work in the subordinate cadre on casual basis for a period of 240 days preceding three years before the day of settlement, if the workman concerned have further fulfilled the age and educational qualification stipulated in the settlement, and that, the concerned workmen have applied for their employment to the competent authority within the prescribed period. The management has disobeyed the conditions of the said settlement.

One Mr. Murty, Branch Manager, Angul Branch of UCO Bank was disputed in scrutinise the induction of Bhimsen Patnaik in Talmul Branch. During the inspection of Mr. Murty, Sri Patnaik appraised Mr. Murty that the Branch Manager, Talmul Branch and to pay him the wage of a casual worker in the name of Sri Sahadev Patnaik, Maheswar Patnaik, Rabi Narayan Patnaik, though Bhimsen Patnaik was drawing 1/3rd scale of wage being a part-time Sweeper, but his appraisal could not yield any result. The management hold that Bhimsen Patnaik not having completed 240 days as a subordinate staff on casual basis is not entitled to be empanelled as a casual Peon of the Talmul Branch.

3. The first party-management filed its written statement on the averment that :

The first party-management entered into a settlement on 12-10-89 with the trade unions of UCO Bank to regularise the services of the casual workers engaged in its different branches. The conditions set-out in this settlement are :—

- (a) the casual workers should have discharged the duty in the bank in the subordinate cadre as casual worker for a period of 240 days or more during the period of three years immediately preceding the settlement ;
- (b) the casual workers should be within the age group of 18 to 26 years on the day of their initial engagement as casual workers with benefit of age relaxation in case of S.C.S.T. candidates;
- (c) should have minimum educational qualification of Class-VIII but should not have passed S.S.L.C.;
- (d) the subordinate casual workers are required to apply to the competent authority for their empanelment on or before 30-11-89.

The Orissa Zone of UCO Bank received 193 applications and found suitable 134 applicants for their empanelment.

Sri Bhimsen Patnaik is working as a part-time Sweeper in 1/3rd scale of wage of a sub-staff to perform duties of sweeping Talmul Branch premises not exceeding 6 to 13 hours in a week. Said Bhimsen Patnaik is a permanent part-time employee of the bank in the subordinate cadre of the bank service. Also Bhimsen Patnaik is entitled to medical aid and other benefits as applicable to the subordinate staff of the bank. The policy of appointment of part-time sweeper and full time sweepers have been circulated vide letter No. 11/82 dated 16-2-82.

On 11-3-89 Sahadev Patnaik was engaged as a casual workman in the sub-staff category after the promotion of Bijay Kumar Pal to the clerical cadre. In the casual absence of Sahadev Patnaik, Bhimsen Patnaik was discharging the work of Sahadev Patnaik in addition to his part-time sweeping duty. In October, 1989 Sahadev Patnaik voluntarily left the casual job of sub-staff. Again, Bhimsen Patnaik requested for the engagement of Rabi Narayan Patnaik as a casual worker with effect from 15-10-89 upto 30-6-90. In the casual absence of Rabi Narayan Patnaik, Bhimsen Patnaik also used to perform the duties of Rabi Narayan Patnaik in addition to his own duties as a Part-time Sweeper. In this stop gap assignment

of job Bhimsen Patnaik worked for 35 days during the period from March 1989 to June, 1990 in addition to his permanent engagement as a part-time Sweeper in Talmul Branch. The second party-union entered into a correspondence with the Divisional Manager, UCO Bank regarding the engagement of Bhimsen Patnaik and appropriation of wages by Bhimsen Patnaik in the name of his brother. The matter was investigated by Sri B. K. Murty, Branch Manager, Angul, who found the allegations to be unworthy of credence.

Bhimsen Patnaik not having completed 240 days preceding three years from the date of the settlement, is not entitled to be empanelled within the scope of settlement referred to above.

4. On these rival pleadings, the following issues have been framed :

ISSUES

- (1) Whether the demand of the Union in respect of Sri Bhimsen Patnaik, ex-casual workman (employed as part-time Sweeper in the Talmul Branch of UCO Bank) for equal pay for equal work and reinstatement with full back wages as a sub-staff of the Bank and for permanent absorption in the Bank is justified?
- (2) To what relief, if any, the workman is entitled to?

ISSUE NO. 1 :

5. Consistent to the pleadings, Bhimsen Patnaik examined as W.W. No. 1 has said that he is a part-time Sweeper in Talmul Branch, and while so working after the promotion of Sri Bijay Kumar Pal (then working as a Peon to the post of Clerk) he was engaged as a Casual Peon for 22 months and was disengaged in January, 1991. In the words of W.W. 1, "after Bijay Kumar Pal was transferred, the then Manager Sri C. Vishwanathan suggested me that I would get Rs. 10 per day and will work in the vacant post of Bijay Kumar Pal, but will appropriate the wage in the name of my brothers Rabi Narayan Patnaik and Sahadev Patnaik. Since the post of Bijay Kumar Pal remained vacant, I appropriated the wage of my brothers till 1991." Ext. 4 series are the vouchers of the UCO Bank showing the receipt of wage by the casual workers, namely Sahadev Patnaik & Rabi Narayan

Patnaik W.W. No. 2, Whose name stands in the vouchers (Ext. 4 series) that he has appropriated the wage of the bank, has disowned to have worked at any point of time in Talmul Branch of the Bank or to have received wages or granted any vouchers to the bank authorities as a token of receipt of wages. The aforesaid quoted words of W.W. No. 1 is suggestive of the fact that W.W. No. 1 has received the wages in the name of Sahadev Patnaik and Rabi Narayan Patnaik. Therefore, the evidence of W.W. No. 2 has not further aided the qualitative testimony of W.W. No. 1.

6. If the quoted passage referred to in para-5 above from the testimony of W.W. No. 1 is a fact, it is an act of intentional deception whereby the bank has been ultimately cheated by the endeavour of the second party-workman. It cannot be said that Bhimsen Patnaik was not a party to this deception. Law of presumption is that "every person acts in furtherance of his own interest so as to promote it". The ratio of law in para-10 of the citation reported in AIR 1979 Madras page-42 (N.V.P. Pandian, Appellant V. M. M. Roy, Respondent) is squarely applicable in this case, which reads :—

"xx The maxim in pari delicto potior est conditio possidentis is founded on the principles of public policy, which will not assist a plaintiff who has paid over money or handed over property in pursuance of an illegal or immoral contract, to recover it back, for the Courts will not assist an illegal transaction in any respect. In *Sita Ram V. Radha Bai* (AIR 1968 SC 534) it has been held thus: (at page-537) xx."

Though this is not a case of refund of money or to take back possession of a property, but nevertheless the engagement of Bhimsen Patnaik is undoubtedly an illegal and immoral transaction, inter alia, an agreement between to persons to defraud the bank accounts. This Tribunal cannot encourage or assist the workman in any respect.

7. According to the first party-management in its pleading at para-3.6, Bijay Kumar Pal was promoted to the clerical cadre on 6-5-89. The second party-union has asserted in its pleading that Sri Bijay Kumar Pal was promoted on 1-12-88 to hold the clerical post. W.W. No. 1 has said in his evidence that Bijay

Kumar Pal was promoted in 1989. Ext. 4 originated on 11-3-89. Ext. 4 series could have seen the light of the day only after the promotion of Bijay Kumar Pal. Therefore, this Tribunal upholds the assertion that Bijay Kumar Pal could have been relieved on promotion to the clerical cadre after 1-1-89. Bhimsen Patnaik could have been engaged as a casual labourer subsequent to 1-1-1989.

8. Both the parties have placed reliance on Ext. 1, a settlement dated 12-10-1989 entered into between the first party-management and the three trade unions inclusive of the present second party-union. It is pertinent to quote Ext. 1, a portion of the settlement, which reads:—

"Only persons who have been engaged as casual workers for full days work and who have been discharging any of normal duties in the bank in the subordinate cadre as casual workers for a period of 240 days or more with or without interruption during the period of three years immediately preceding the settlement xxx."

The words "during the period of three years immediately preceding the settlement" and "only persons who have been engaged as casual workers" are relevant to construe the true import of the settlement. This Tribunal is of the view that persons who have been engaged as casual workers for a continuous period of three years preceding the day of settlement (12-10-89) are required to be empanelled only after they apply to the competent authorities, if they have fulfilled the age and educational qualification as on the date of their initial engagement in the bank, and not the casual workers who have discharged less period than three years preceding the date of the settlement. Assuming that Bhimsen Patnaik was engaged as a casual worker, the engagement could have been after 1-1-89. On no stretch of imagination Bhimsen Patnaik has completed a span of three years preceding the settlement dated 12-10-89. Therefore, a finding can be bestowed that Bhimsen Patnaik is not covered within the scope of the settlement dated 12-10-89 to be conferred with any benefit.

9. In the pleadings, the second party-union has pleaded that one Mr. Murty, Branch Manager, Angul Branch of the UCO Bank was appraised by Sri Bhimsen Patnaik while Mr.

Murty had been to Talmul Branch to enquire about the engagement of Bhimsen Patnaik in para-7. Bhimsen Patnaik (W.W. No. 1) has testified that on the day of the visit of Mr. Murty to Talmul Branch he was not present in Talmul Branch. Similarly, Bhimsen Patnaik has said that he can not put his signature in English, but immediately after saying so, changed his version that he can put his signature in English. On perusal of some of the receipts of Ext. 4 series, in fact Bhimsen Patnaik has put his signature in English. Time and again the shifting stand in the testimony of Bhimsen Patnaik (W.W. No. 1) has undermined his credibility.

This Tribunal has already come to a finding in para-7 above that Bijay Kumar Pal was relieved subsequent to 1-1-89 on being promoted to the clerical cadre whereafter the casual worker might have been appointed in place of Bijay Kumar Pal. Both the parties have pleaded that Antaryami Pal joined on 30-6-90 at Talmul Branch, whereafter the casual nature of work came to an end. According to Bhimsen Patnaik, he was disengaged on 30-6-90. On the facts of this case the casual appointment of Bhimsen Patnaik being for a short span of period is coming within the scope of Section 2(a) (bb) of the Industrial Disputes Act. That apart barring the settlement discussed above, to appropriate contravention of Section 25-F of the Industrial Dispute Act, throughout his evidence Bhimsen Patnaik has not breathed a word that he was engaged for 240 days stretching over all the twelve calendar months of a year preceding his disengagement as a token of compliance to the law enunciated in para-8 of the citation reported in AIR 1963 SC 1914 (Sur Enamel & Stamping Works Ltd. Vrs. Workmen), which reads :—

“xx What is meant by “one year of continuous service” has been defined in S.25-B. Under this section a workman who during a period of twelve calendar months has actually worked in an industry for not less than 240 days shall be deemed to have completed one year of completed service in the industry. Nagen Bora and Monoharan were both reappointed on 10th March, 1959. Their service were terminated on 15th January, 1960. Thus, their total period

of employment was less than 11 months. It is not disputed that period of their former employment under the Company prior to their re-appointment on 10th March, 1959 cannot be taken into consideration in computing the period of one year, because it is common ground that their reappointment on 10th March, 1959 was a fresh appointment. The position therefore is that during a period of employment for less than 11 calendar months these two persons worked for more than 240 days. In our opinion that would not satisfy the requirement of S.25-B. Before a workman can be considered to have completed one year of continuous service in an industry it must be shown first that he was employed for a period of not less than 12 calendar months and, next that during those 12 calendar months had worked for not less than 240 days, xxx.”

On the foregoing analysis of the materials on record, this Tribunal is of the view that contravention of Section 25-F of the Industrial Disputes Act by the first party-management has not been brought home. Therefore, the aggrieved workman Bhimsen Patnaik of the second party-union is not entitled for the benefits of Section 25-F of the Industrial Disputes Act.

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10. On the facts discussed above, Bhimsen Patnaik was not engaged as a casual Peon, to get the privilege of being empanelled on the strength of Ext. 1 nor it can be said that Bhimsen Patnaik was retrenched within the scope of Section 25-F of the Industrial Dispute Act to get the benefits of Section 25-F of the Industrial Disputes Act. Therefore, as a casual Peon he is not entitled for any relief, much less “equal pay for equal work”. Equally, Bhimsen Patnaik is not entitled for reinstatement as a sub-staff of the Bank in the category of casual Peon, and is not entitled for absorption in the permanent cadre.

The reference is answered as an aforesaid and the Award is passed accordingly.

Dictated & corrected by me.

M. R. BEHERA, Presiding Officer